



**AGENDA  
COMMON COUNCIL**

**Tuesday, December 17, 2019**

**To immediately follow the 6:30 p.m. Committee of the Whole meeting  
Common Council Chambers, 224 East Jefferson Street**

Mayor Jeannie Hefty  
Susan Kott, Alderman, 1st District  
Theresa Meyer, Alderman, 1st District  
Bob Grandi, Alderman, 2nd District  
Ryan Heft, Alderman, 2nd District  
Steve Rauch, Alderman, 3rd District  
Jon Schultz, Council President, Alderman, 3rd District  
Thomas Preusker, Alderman, 4th District  
Todd Bauman, Alderman, 4th District

**Student Representatives:**

Thomas Martin, Student Representative (BHS)  
Peter DeSmidt, Student Representative (CCHS)

1. **Call to Order / Roll Call**
2. **Pledge of Allegiance**
3. **Citizen Comments**
4. **Chamber of Commerce Representative and Rescue Squad Representative**
5. **Approval of Minutes** *(S. Rauch)*
  - A. To approve the December 3, 2019 Common Council Meeting Minutes.
6. **Letters and Communications** - None
7. **Reports by Aldermanic Representatives and Department Heads**
8. **Reports** *(J. Schultz)*
  - A. To approve Reports 1-5 as submitted.
9. **Payment of Prepaids and Vouchers** *(T. Preusker)*

- A. To approve the Prepaids and Vouchers list for bills accrued through December 17, 2019.

|                     |                             |
|---------------------|-----------------------------|
| Total Prepaid:      | \$ 195,316.92               |
| Total Vouchers:     | \$ 149,379.84               |
| ACH Nov-Dec 2019    | \$ 98,196.78                |
| <b>Grand Total:</b> | <b><u>\$ 442,893.54</u></b> |

10. **Licenses**

- A. To approve a Class "B" Fermented Malt Beverage License to The Runaway Micropub & Nanobrewery, LLC, located at 109 E. Chestnut Street, Burlington, WI 53105. (T. Bauman)
- B. To approve Operator's License Applications as submitted. (S. Kott)

11. **Special Events** (T. Meyer)

- A. To approve the Special Event Permit Application from Burlington Rescue Squad to allow Horse Carriage Rides during their Final Toast Celebration on New Year's Eve at the Veteran's Terrace.

12. **Appointments and Nominations** (B. Grandi)

- A. To approve the appointment of election inspectors for a two-year term beginning January 1, 2020

13. **PUBLIC HEARINGS:** NONE

14. **RESOLUTIONS:**

- A. **Resolution 4975(28)** - Approving an Agreement with Life Line Billing Systems as a Third Party Provider for City of Burlington Ambulance Billing Services. (R. Heft)
- B. **Resolution 4976(29)** - Approval of an Agreement between Burlington Rescue Squad, Inc. and the City of Burlington to Convey Assets of both Equipment and Property according to the Plan of Dissolution. (S. Rauch)
- C. **Resolution 4977(30)** - To consider approving an amendment to the City of Burlington Fee Schedule. (J. Schultz)

15. **ORDINANCES:**

- A. **Ordinance 2053(19)** - To amend Section 286-3B to increase Hotel/Motel Room Tax to 8%. (T. Preusker)

16. **MOTIONS:** NONE

- A. **Motion 19-950** - To approve a Pediatric Jump Kit donated by the Wisconsin EMS Association (WEMSA) Foundation and Kids Health Vista Foundation. (T. Bauman)

17. **ADJOURN INTO CLOSED SESSION** (*S. Kott*)  
**Wis. Stats 19.85(1)(c)** Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
  - A discussion regarding the City Administrator's Annual Review.
18. **RECONVENE INTO OPEN SESSION** (*T. Meyer*)
19. **ACT ON ITEMS FROM CLOSED SESSION IF NECESSARY**  
- Consideration and possible action on recommendations for matters discussed in Closed Session by the Common Council.
20. **ADJOURNMENT** (*B. Grandi*)

*Note: If you are disabled and have accessibility needs or need information interpreted for you, please call the City Clerk's Office at 262-342-1161 at least 24 hours prior to the meeting.*



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 5A**

---

**DATE:** December 17, 2019

**SUBJECT:** MEETING MINUTES - To approve the December 3, 2019 Common Council Meeting Minutes.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

---

**BACKGROUND/HISTORY:**

The attached minutes are from the December 3, 2019 Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the December 3, 2019 Common Council meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the December 17, 2019 Common Council meeting.

---

**Attachments**

CC Min

---



City Clerk  
300 N. Pine Street, Burlington, WI, 53105  
(262) 342-1161 - (262) 763-3474 fax  
[www.burlington-wi.gov](http://www.burlington-wi.gov)

**CITY OF BURLINGTON  
Common Council Minutes  
Jeannie Hefty, Mayor  
Diahnn Halbach, City Clerk  
Tuesday, December 3, 2019**

1. **Call to Order / Roll Call**

Mayor Jeannie Hefty called the Common Council meeting to order at 7:03 p.m. Roll Call - Present: Alderman Susan Kott, Alderman Theresa Meyer, Alderman Bob Grandi, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker, Alderman Todd Bauman. Excused: None.

Student Representatives - Present: Peter DeSmidt (CCHS). Excused: Thomas Martin (BHS),

Staff present: City Attorney John Bjelajac, City Administrator Carina Walters, Assistant City Administrator/Zoning Administrator Megan Watkins, Finance Director Steven DeQuaker, Public Works Director Peter Riggs, Police Chief Mark Anderson, Building Inspector Gregory Guidry, Library Director Joe Davies, and City Intern Nicholas Faust.

2. **Pledge of Allegiance**

3. **Citizen Comments - There were none.**

4. **Chamber of Commerce Representative and Rescue Squad Representative**

Tony Martin, Chamber Representative, provided an update on upcoming events including the Christmas Parade, the Santa's Chalet Fundraiser, the Annual Auction and Dinner and the Home and Garden Show.

5. **Approval of Minutes** - To approve the November 19, 2019 Common Council minutes.

Motion: Alderman Preusker. Second: Alderman Bauman. With all in favor, the motion carried.

6. **Reports by Aldermanic Representatives and Department Heads**

Alderman Kott mentioned that a vehicle had been secured for the Christmas Parade and will be located at the DPW for decorating.

Alderman Grandi provided a Pool Board update and stated that due to the construction of the new middle school an announcement was made that kids would be heading back to school earlier than normal, which will affect pool attendance as well as available workers, but the board is already working towards a solution and will keep everyone informed. Grandi also stated that there was a discrepancy between deposits and credit card purchases. Grandi further stated that it appears the credit card company wasn't processing the payments and therefore was never collected. Members of the pool board began making phone calls to the individuals who made these purchases and explained to them what happened and the people were all very understanding, with the exception of one individual.

Administrator Walters announced that the Heads of Government meeting scheduled for Thursday, Dec. 5, has been postponed to Thursday, January 30. Walters stated that the meeting will include a presentation on the Racine County Housing Study and other important county updates and encouraged Council's attendance at this meeting.

7. **Reports** - To approve Report 1 as submitted.

Motion: Alderman Bauman. Second: Alderman Kott. With all in favor, the motion carried.

8. **Payment of Prepays and Vouchers** - To approve the Prepaid and Vouchers list for bills accrued through December 3, 2019.

Motion: Alderman Kott. Second: Alderman Heft. Roll Call Vote: Aye - 8. Nay - 0. Motion carried.

9. **Licenses** - To approve Operator's License Applications as submitted.

Motion: Alderman Meyer. Second: Alderman Preusker. With all in favor, the motion carried.

10. **RESOLUTIONS:**

C. **Resolution 4973(26)** - To approve a Revolving Loan Fund Grant to Miller Motor Sales, Inc. in the not-to-exceed amount of \$15,000.

Motion: Alderman Grandi. Second: Alderman Meyer. Roll Call Vote: Aye - 8. Nay - 0. The motion carried.

D. **Resolution 4974(27)** - To approve a Revolving Loan Fund Grant to the Performing Arts Group in the not-to-exceed amount of \$10,000.

- Alderman Preusker recommended not to approve the motion because it does not meet the requirements.
- Alderman Kott stated that she would not approve the motion due to there being zero dollars donated for this project so far.
- Alderman Meyer said she would support further down the road, but not at this time.
- Alderman Grandi commented that this grant does fulfill one of the objectives and felt that risk vs reward is worth it for the potential of what this could bring to Burlington.
- Alderman Heft said that he supports the PAC and would support further down the road as well, but felt the City shouldn't be paying for a feasibility study.
- Alderman Rauch stated that although Miller Motors was approved for a grant, they have the money to proceed with their project with or without a grant from the City; however, the PAC needs help and feels their project can fit within the required criteria.
- Alderman Schultz commented to "Dream Big" and supports the chance to be part of something very positive for Burlington.
- Carolyn Engel, RCEDC, provided

Motion: Alderman Heft. Second: Alderman Grandi. Roll Call Vote: Aye - 5. Nay - 3 (Kott, Meyer, Preusker). The motion carried.

11. **ORDINANCES:**

A. **Ordinance 2052(18)** - To consider approving a Rezone Map Amendment request at 416 E. Jefferson Street from B-2 District to Rd-2 District.

Motion: Alderman Rauch. Second: Alderman Kott. With all in favor, the motion carried.

12. **MOTIONS:** NONE

13. **ADJOURN INTO CLOSED SESSION**

Motion: Alderman Schultz. Second: Alderman Rauch. Roll Call Vote: Aye - 8. Nay - 0. The motion carried and the meeting adjourned into Closed Session at 7:42 p.m.

**Wis. Stats 19.85(1)(e)** Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

- EMS Agreement between the City of Burlington and the Town of Burlington

**Wis. Stats 19.85(1)(c)** Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

- A discussion regarding allegations personally made by Ms. Dorothy Dean against the City Attorney regarding the ADA bathrooms being required at 225 East Jefferson Street, aka 2 Fancie Gals.

14. **RECONVENE INTO OPEN SESSION**

Motion: Alderman Preusker. Second: Alderman Meyer. With all in favor, the meeting adjourned into Open Session at 8:21 p.m.

15. **ACT ON ITEMS FROM CLOSED SESSION IF NECESSARY**

A motion was made by Alderman Kott with a second by Alderman Heft to approve the EMS Agreement between the Town of Burlington and the City of Burlington subject to revisions and approval by the City Attorney, City Administrator, Mayor, Finance Director, and the Common Council President. With all in favor, the motion carried.

16. **ADJOURNMENT**

Motion: Alderman Bauman. Second: Alderman Rauch. With all in favor, the meeting adjourned at 8:23 p.m.

Minutes respectfully submitted by:

---

Diahnn C. Halbach  
City Clerk  
City of Burlington



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 8A**

---

**DATE:** December 17, 2019

**SUBJECT: REPORTS** - To approve Reports 1-5 as submitted.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

---

**BACKGROUND/HISTORY:**

Attached please find the following reports:

1. Library Minutes, 10/22/19
2. Burlington Housing Authority Minutes, 10/24/19
3. Police Fire Commission Minutes, 11/11/19
4. Plan Commission Minutes, 11/12/19
5. Committee of the Whole Minutes, 12/3/19

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends that Council approves the submitted reports.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the December 17, 2019 Common Council meeting.

---

**Attachments**

Library Minutes 10-22-19

BHA Minutes

PFC Minutes

Plan Minutes

---



# BURLINGTON PUBLIC LIBRARY

166 East Jefferson Street, Burlington,  
Wisconsin 53105

## Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, October 22, 2019 at 6:30 p.m. in the Burlington Public Library downstairs Meeting Room.

Present: Savaglia, Larson, Bahr, Plank, Chaffee, Czaplewski, Guard, Musgrave. Excused: Preusker  
Also present: Davies, Puccini and McCarthy

- Savaglia called the meeting to order at 6:32 pm.
- Public Communication to the Board – None
- Minutes of the September 24, 2019 meeting, Bahr moved approval, Musgrave seconded. Motion passed.
- Bahr moved and Plank seconded the motion to approve the October General Fund, Prepaid and Reimbursement Expenses of \$13,519.50 and October Trust Fund Expenses of \$34.60 totaling \$13,554.10. Motion passed.

### Committee Reports:

- Building & Grounds Committee – Meeting scheduled for October 29, 2019 at 4:15 p.m. The committee will discuss the DPI Inclusivity information and discuss with Davies any building needs library staff have identified.

### Federated Library Report:

- **Trustee Appreciation Dinner** – Will be held Thursday, November 14 at 5:00 p.m. at Hawk's View Golf Course. As in the past, there will be two speakers one from DPI and one from WILS. Davies will email the invitations once he receives them.

### Director's Report:

- **Monthly Statistics Report** – Circulation was down for September, which is a trend with other libraries. Electronic checkouts were slightly down as well. Since going fine free for juvenile items, we have not seen an increase in circulation for juvenile items.
- **Q3 Financials**– Davies reviewed revenue and expenses indicating we are staying on track for the majority of funds.
- **2020 Budget** –Included in next year's budget is a new copier, coin-op and replacing sidewalk next to the parking lot which has deteriorated. Davies will do a budget presentation to the City Council on Tuesday, November 19 at 6:30 p.m. Any Library Board members wanting to attend are welcome. Bahr inquired about any long term planning in the budget process to identify and prioritize items in a three to five year timespan. Davies has attended meetings with other city departments asking about long term budget planning as well. City departments are awaiting initiative from city hall to proceed.
- **Winter Programs** – Included in the packet was an extensive list of upcoming programs to be posted in the City Newsletter. This year, we will try having programs during the Christmas and New Year break to see if the public attends. In the past, we had few programs during that time assuming people were too busy to

attend.

- **Grant from Music Matters** – Eight ukuleles will be purchased from grant money. Six ukuleles will stay at the library for classes and two will circulate to the public.
- **Ancestry.com digitization** – Davies is working with Ancestry to get our microfilm digitized and searchable online. Our Microfilm machine is aging and getting our microfilm digitized will make the whole process of finding information easier.
- **Library of Things** – Staff have been working to assemble toys and equipment we have ready to circulate to the public. Anyone with a like new toy or gadget is welcome to donate to the library. A binder listing these items will be available to view soon.
- **Foundation update** – The Library is now listed in GuideStar, which lists 501c3 entities. As soon as the Amazon Smile program updates their list, Davies will create a wish list for donors to contribute.

#### **Unfinished Business:**

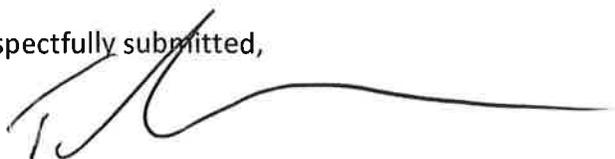
- **Strategic Plan: Adoption of Actin Steps and Report Template** – Davies reviewed the Action Steps and Quarterly report template and indicated action steps can be added or removed as needed. Referring to Goal 2, Chaffee suggested scheduling a story time for children living at the Transitional Living Center. Chaffee will speak to the director at TLC to make arrangements. Davies is working on RFPs for Space Planning.

#### **New Business**

- **Grant Application guidelines** – Davies asked the Library Board how he should handle grant opportunities. Davies felt if there is an operational impact on large dollar grants or if there are strings attached, that would be something he would want Library Board approval for. It would also be important for a thank you to be sent and signed by Board members. Davies will keep the board informed of any grants he applies for.
- **Culvers Night** – Tuesday, December 17 from 5 to 8 p.m.
- **Meeting and Closing Dates for 2020** – A list was provided for Board approval, Musgrave moved approval, seconded by Larson. Motion passed.
- **Limited cards and address verification** – Davies modified the current Library card policy allowing limited cards to be created for patrons not having proper address verification on their first visit or for class visits. Limited cards would allow the patron one checkout. Guard moved approval, seconded by Bahr. Motion passed.
- **Kanopy videos** – Kanopy is an on-demand video service and has public performance rights (we can show these movies in the library). The movies are created by independent film producers. Other libraries using this service are spending between \$1000 and \$1500 per year. This is a pay per use service at a cost of \$2 per movie viewing. Davies will report back once there are statistics.

Motion to adjourn the meeting was made by Bahr, seconded by Guard, meeting adjourned at 8:00 p.m. Our next meeting date is Tuesday, November 26, at 6:30 p.m. in the main floor meeting room at the Burlington Public Library. Room.

Respectfully submitted,



Tom Preusker  
City Council Representative

**Housing Authority of City of Burlington Wisconsin  
Riverview Manor  
October 24, 2019**

The regular monthly meeting of the Housing Authority of City of Burlington Wisconsin was held on Thursday, October 24, 2019 at 5:30 p.m. at Riverview Manor. The meeting was called to order by Chairman Petersen.

**COMMISSIONERS PRESENT:** Chairman Petersen, Vice Chairman Heck, Secretary Smith, Commissioners Lapp and Merten and Manager Arlene Odeja.

Minutes from the regular monthly meeting held September 19, 2019 and special meeting of September 24, 2019 were reviewed. A motion to approve the minutes as written was made by Merten, seconded by Heck, and carried unanimously.

**FINANCIAL REPORT:** Copies of the monthly operating statements, bills, and bank statements were dispersed and reviewed by board members including Reserve Account balances as of September 30, 2019. (See statement balance sheet).

**OCCUPANCY REPORT:** Manager Odeja reported 58 on the waiting list for one bedroom units and 5 for two bedroom units.

**BUILDING AND MAINTENANCE:** See attached report.

A motion to proceed with replacing 7 windows and repairing 27 sashes up to a cost of \$6,000.00 was made by Heck, seconded by Merten, and carried unanimously.

Discussion was held on CNA bids that were received. They will be further reviewed at November meeting.

**NEW BUSINESS:** No new business to report.

**OTHER BUSINESS:** None to report.

**ADJOURNMENT:** There being no further business, motion to adjourn was made by Merten, seconded by Heck, and carried unanimously. Meeting adjourned at 6:15 p.m. The next monthly meeting is scheduled for November 20, 2019 at 5:30 p.m.



---

John Smith, Secretary



CITY OF BURLINGTON

## POLICE – FIRE COMMISSION

300 North Pine Street, Burlington, Wisconsin 53105  
(262) 763-3717



### MINUTES

City of Burlington Police and Fire Commission  
Burlington Fire Department  
165 W. Washington Street, Burlington, Wisconsin  
November 11, 2019

**1. Call to Order:**

Commissioner Hintz called the meeting to order at 5:00p.m.

**2. Roll Call:**

Commissioners in attendance Peter Hintz, Kevin Morrow, Jeff Erickson, Fire Chief Alan Babe, and Fire Engineer Josh Spencer. Police Chief Mark Anderson as well as Commissioners Chris Miller and Mark McMullen were excused.

**3. Public Comments:**

None.

**4. Approval of Minutes**

The minutes from the November 5, 2019 PFC meeting was approved on a motion to approve by Commissioner Morrow, seconded by Commissioner Erickson all ayes motion carried at 5:01pm.

**5. Police Chief Business**

None.

**6. Fire Chief's Report and Business**

On a motion by Commissioner Erickson and seconded by Commissioner Morrow at 5:02pm all ayes carried the motion we convened into closed session pursuant to section 19.85 (1) (c) Wisconsin statutes for conducting employment, promotion, compensation, or performance evaluation data of any public employee over which this governmental body has jurisdiction or exercises responsibility.

On a motion by Commissioner Erickson and seconded by Commissioner Morrow we reconvened into open session at 6:20pm

On a motion by Commissioner Morrow and seconded by Commissioner Hintz, Michelle Murphy, and Sadie Aldinger were added to the Fire Department eligibility list all ayes carried the motion.

On a motion by Commissioner Morrow and seconded by Commissioner Erickson the hiring process for the 3 full time firemen was approved. The process will follow section 2 4.300 through 4.313 of the PFC Manual with an exception being that 4.309 will be a less extensive background check as all the candidates for the position are already members of the BFD and have been through an extensive background check.

**7. Police and Fire Commission Business**

On a motion from Commissioner Erickson and seconded by Commissioner Hintz the PFC Meetings are going to be held on the second Monday of the month at 5:00pm effective January 11, 2020.

**8. Adjourn**

Motion by Commissioner Erickson to adjourn seconded by Commissioner Hintz, all ayes carried the motion at 6:58p.m.

Respectfully submitted,  
Commissioner Erickson, Secretary

Please note if you are disabled and have accessibility needs or information interpreted for you, please call the City Clerk's office at 262-763-3717 at least 24 hours prior to the meeting.



**Minutes**  
**City of Burlington Plan Commission**  
**November 12, 2019, 6:30 p.m.**

Mayor Jeannie Hefty called the Plan Commission meeting to order at 6:30 p.m. Roll call: Aldermen Tom Preusker and Bob Grandi; Commissioners Chad Redman; Andy Tully; and Art Gardner were present. Commissioner John Ekes was excused. Also present were Assistant City Administrator/Zoning Administrator Megan Watkins and City Planner Tonya Fonseca.

**APPROVAL OF MINUTES**

Commissioner Redman moved, and Alderman Grandi seconded to approve the minutes of August 13, 2019. All were in favor and the motion carried.

**LETTERS & COMMUNICATIONS**

None

**CITIZEN COMMENTS**

None

**OLD BUSINESS**

None

**NEW BUSINESS**

**A. Public Hearing to hear public comments regarding a Conditional Use application from Sharon Johanesen for property located at 496 S. Pine Street to use as a metal machining and fabrication business.**

- Mayor Hefty opened the Public Hearing at 6:31 p.m.
- There were no comments.

Alderman Grandi moved, and Commissioner Tully seconded to close the Public Hearing at 6:32 p.m.

*All were in favor and the motion carried.*

**B. Consideration to approve a Conditional Use and Site Plan application from Precision Parts and Fabrication, LLC for property located at 496 S. Pine Street to use as a metal machining and fabrication business, subject to Graef's and Burlington Fire Department's memorandums to the Plan Commission.**

- Mayor Hefty opened this item for discussion.
- Tonya Fonseca, Graef, advised the commission this Conditional Use is for a business already in operation, and as part of the City audit, they were revisiting some areas to ensure proper

uses and zonings applied. Ms. Fonseca noted this was a straight forward use, as the business owners were not looking to make any changes to the structure. Fonseca advised as the City is looking to enhance the corridor they want to work with the business to entertain some options for the parking lot exterior area. Fonseca advised the recommendation would be for some parking lot striping and some landscaping requirements.

- There were no further comments.

Alderman Preusker moved, and Commissioner Gardner seconded to approve the Conditional Use and Site Plan contingent to the November 5, 2019 Graef's and Burlington Fire Department's memorandums to the Plan Commission.

*All were in favor and the motion carried.*

**C. Consideration to approve a Site Plan application from Echo Lake Foods for property located at 316 W. Grove Street to construct a 450 square foot switchgear building, subject to Graef's, Kapur & Associates', and Burlington Fire Department's memorandums to the Plan Commission.**

- Mayor Hefty opened this item for discussion.
- Ms. Fonseca advised this is a small square footage masonry building allowable in the M-4 District.
- Alderman Grandi questioned why Echo Lake Foods was constructing such a small building on such a large piece of impervious surface. Representative for Echo Lake Foods advised there were three pieces of electrical equipment that go with this building including the main switchgear (primary feed), and the transformers which feed the inside of the building.
- There were no further comments.

Commissioner Redman moved, and Alderman Preusker seconded to approve the Site Plan application from Echo Lake Foods for property located at 316 W. Grove Street to construct a 450 square foot switchgear building, subject to Graef's, Kapur & Associates', and Burlington Fire Department's memorandums to the Plan Commission

*All were in favor and the motion carried.*

**D. Consideration to recommend approval to the Common Council of a Rezone map Amendment application from David Stauffacher for property located at 416 E. Jefferson Street to rezone the property from B-2, Central Business District to Rd-2, Two-Family Residential District, subject to Graef's memorandum to the Plan Commission.**

- Mayor Hefty opened this item for discussion.

- Ms. Fonseca explained this rezoning is consistent with the surrounding properties. The use of the property as residential falls under the conditional use section of this zoning, which would better suit the needs of the owner, as he wishes to sell the property as such in the future.
- There were no further comments.

Commissioner Tully moved, and Alderman Grandi seconded to recommend approval to the Common Council of a Rezone map Amendment application from David Stauffacher for property located at 416 E. Jefferson Street to rezone the property from B-2, Central Business District to Rd-2, Two-Family Residential District, subject to Graef's memorandum to the Plan Commission.

*All were in favor and the motion carried.*

**E. Consideration to approve a variance to Ch. 315-27C, pursuant Wisconsin Statutes 62.23(7)(e)(1), for Jeremy and Yvonne Bauman to use the vacant parcel at 216 N. Pine Street as a private parking lot.**

- Mayor Hefty opened this item for discussion.
- Megan Watkins, Assistant City Administrator/Zoning Administrator, advised the commission the lot has been vacant for nearly a decade with the previous owner demolishing the two existing buildings on the property in 2006. Watkins stated in August of 2019 she was contacted by Yvonne Bauman, co-owner of Bubba's Brickyard, expressing interest in purchasing the property for the use of a parking lot. At that time, Watkins advised Bauman via email that the lot in its current state could not be used as a parking lot, since there was no primary structure located on it. Shortly after this correspondence, Jeremy & Yvonne Bauman purchased the lot in October of 2019. Cars began parking on it forcing the City to issue a Notice of Violation to the Bauman's, providing them 30 days to cease parking. On October 31, 2019, the Bauman's sent a letter to the City appealing the violation and requesting a variance to allow for a parking lot without a primary structure, and to allow parking on the lot until further improvements could be made.
- City Attorney John Bjelajac advised the commission this variance request before them tonight was a policy decision. He further advised that the commission had the power under the Wisconsin State Statutes to grant the variance with parameters/requirements as they see fit.
- Alderman Preusker expressed his desire to work with the Bauman's to make this parking lot project viable by potentially allowing them to park in the lot through the winter, but requiring plans to be provided, as well as the Bauman's meeting all City codes and standards by an agreed upon date in 2020.
- Commissioner Gardner agreed with Alderman Preusker, adding he felt there needed to be a timeline for the project, as well as a means of holding the Bauman's accountable if requirements were not completed.

- Alderman Grandi was in an agreement to grant the variance allowing the use of the parking lot, contingent upon the lot being asphalted, and meeting all City codes & requirements. However, Alderman Grandi was not in favor of the Bauman's being allowed to park cars in the lot as it currently sits, due to the fact, that it does not show consistency with similar properties in the City. Mayor Hefty advised the commission there had been recent development discussions with the owners of the other vacant lot in the City behind the Coffee House. Hefty noted the owners of that lot requested the City put up no parking signage to discourage people from parking there.
- Commissioner Tully stated he felt the business has a need for the lot, and not allow them to park there until it has asphalted seems like a long time.
- Commissioner Redman agreed with other commissioners that by not allowing the use of the parking lot until asphalted could potentially be an extensive amount of time. On the other hand, Redman was concerned with the potential mess on the streets that could result from use during the winter.
- Jeremy & Yvonne Bauman were present at the meeting and advised the commission of their intentions to clean up the lot to make it viable for use now, as well as for the future when the lot is asphalted.
- Several commissioners suggested the Bauman's meet with City staff, as well as Fonseca, to go over the City's requirements for development of the property, and the Bauman's intentions for the property.
- There were no further comments.

Commissioner Gardner moved, and Commissioner Redman seconded to approve a temporary variance to Ch. 315-27C, pursuant Wisconsin Statutes 62.23(7)(e)(1), for Jeremy and Yvonne Bauman to use the vacant parcel at 216 N. Pine Street as a private parking lot in its current state, contingent upon the submittal of a Site Plan that meets all City requirements submitted to the Plan Commission for the March 10, 2020 meeting.

*All were in favor and the motion carried.*

### **ADJOURNMENT**

Commissioner Tully moved, and Alderman Preusker seconded to adjourn the meeting at 7:10 p.m.

*All were in favor and the motion carried.*

Recording Secretary

Angela Hansen  
Administrative Assistant



DATE: December 17, 2019

SUBJECT: **PREPAID AND VOUCHERS** - To approve the Prepaid and Vouchers list for bills accrued through December 17, 2019.

SUBMITTED BY: Steven DeQuaker, Finance Director

**BACKGROUND/HISTORY:**

Attached please find the Prepaid and Voucher list for bills accrued through December 17, 2019:

|                     |                      |
|---------------------|----------------------|
| Total Prepaid:      | \$ 195,316.92        |
| Total Vouchers:     | \$ 149,379.84        |
| ACH Nov-Dec 2019    | \$ 98,196.78         |
| <b>Grand Total:</b> | <b>\$ 442,893.54</b> |

**BUDGET/FISCAL IMPACT:**

5 Largest Disbursements on the Prepaid and Voucher List:

1. \$99,527.00 Lakeside International Trucks - 2020 International HV607
2. \$56,801.79 City of Burlington - Reimburse 2019 Street Program Engineering-2019A GO Bond
3. \$46,256.35 Johns Disposal Service - Contracted Billing Garbage & Recycle
4. \$31,184.54 Wanasek Corp. - Finance Payout for Change Order 1 & Retainage-2019A GO Bond
5. \$16,870.00 ASDA Enterprises - Yard Waste

**RECOMMENDATION:**

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$442,893.54.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the December 17, 2019 Common Council meeting.

**Attachments**

- Prepaid 11.27.19
- Prepaid 12.05.19
- Prepaid 12.06.19
- Vouchers 12.17.19
- ACH-Nov-Dec 2019

| GL Account and Title                    | Vendor Name               | Description                    | Invoice Number  | Invoice Date | Net Invoice Amount | Date Paid  |
|---|---------------------------|--------------------------------|-----------------|--------------|--------------------|------------|
| <b>100160000</b>                        |                           |                                |                 |              |                    |            |
| 100-160000 PREPAID EXPENDITURES         | DIGICORP                  | Digicorp - Pre-Paid Block Time | 330483          | 11/22/2019   | 15,000.00          | 11/27/2019 |
| Total 100160000:                        |                           |                                |                 |              | 15,000.00          |            |
| <b>100515141330</b>                     |                           |                                |                 |              |                    |            |
| 100-515141-330 FINANCE - TRAVEL         | DEQUAKER, STEVE           | Reimbursement - Mileage        | 112619          | 11/26/2019   | 20.88              | 11/27/2019 |
| Total 100515141330:                     |                           |                                |                 |              | 20.88              |            |
| <b>100525211225</b>                     |                           |                                |                 |              |                    |            |
| 100-525211-225 POLICE - TELEPHONE       | AT & T                    | 831 000 7991 401               | 8474850506      | 11/11/2019   | 1,224.36           | 11/27/2019 |
| Total 100525211225:                     |                           |                                |                 |              | 1,224.36           |            |
| <b>100525220220</b>                     |                           |                                |                 |              |                    |            |
| 100-525220-220 FIRE - UTILITY SERVICES  | WE ENERGIES               | 8403-026-057                   | 8403026057NOV19 | 11/19/2019   | 1,543.66           | 11/27/2019 |
| Total 100525220220:                     |                           |                                |                 |              | 1,543.66           |            |
| <b>100535321242</b>                     |                           |                                |                 |              |                    |            |
| 100-535321-242 STREETS - REP MAINT VE   | AMAZON.COM/GE MONEY       | 60457 8781 045088 8 (split)    | 045088 08 11/19 | 11/22/2019   | 25.98              | 11/27/2019 |
| Total 100535321242:                     |                           |                                |                 |              | 25.98              |            |
| <b>100535321261</b>                     |                           |                                |                 |              |                    |            |
| 100-535321-261 STREETS - LIGHTING UTILI | WE ENERGIES               | 0455-414-409                   | 0455414409NOV19 | 11/18/2019   | 246.69             | 11/27/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI | WE ENERGIES               | 4404-149-064                   | 4404149064NOV19 | 11/18/2019   | 46.80              | 11/27/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI | WE ENERGIES               | 5043-084-318                   | 5043084318NOV19 | 11/20/2019   | 48.96              | 11/27/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI | WE ENERGIES               | 5406-087-899                   | 5406087899NOV19 | 11/18/2019   | 123.88             | 11/27/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI | WE ENERGIES               | 5465-979-181                   | 5465979181NOV19 | 11/20/2019   | 59.10              | 11/27/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI | WE ENERGIES               | 7255-756-558                   | 7255756558NOV19 | 11/19/2019   | 20.98              | 11/27/2019 |
| Total 100535321261:                     |                           |                                |                 |              | 546.41             |            |
| <b>10055551220</b>                      |                           |                                |                 |              |                    |            |
| 100-555551-220 PARKS - UTILITIES        | WE ENERGIES               | 0435-566-939                   | 0435566939NOV19 | 11/18/2019   | 31.63              | 11/27/2019 |
| Total 10055551220:                      |                           |                                |                 |              | 31.63              |            |
| <b>10055551242</b>                      |                           |                                |                 |              |                    |            |
| 100-555551-242 PARKS - REPAIR MAINT VE  | AMAZON.COM/GE MONEY       | 60457 8781 045088 8 (split)    | 045088 08 11/19 | 11/22/2019   | 25.98              | 11/27/2019 |
| Total 10055551242:                      |                           |                                |                 |              | 25.98              |            |
| <b>465535321805</b>                     |                           |                                |                 |              |                    |            |
| 465-535321-805 DPW CAPITAL OUTLAY VEH   | LAKESIDE INTERNATIONAL TR | 2020 INTERNATIONAL HV607       | 12740           | 11/15/2019   | 99,527.00          |            |
| Total 465535321805:                     |                           |                                |                 |              | 99,527.00          |            |
| <b>621575740220</b>                     |                           |                                |                 |              |                    |            |
| 621-575740-220 WWTP-ELECTRIC            | WE ENERGIES               | 0469-455-267                   | 0469455267NOV19 | 11/17/2019   | 181.65             | 11/27/2019 |
| 621-575740-220 WWTP-ELECTRIC            | WE ENERGIES               | 3602-583-285                   | 3602583285NOV19 | 11/18/2019   | 48.89              | 11/27/2019 |
| 621-575740-220 WWTP-ELECTRIC            | WE ENERGIES               | 4847-248-215                   | 4847248215NOV19 | 11/21/2019   | 235.24             | 11/27/2019 |
| Total 621575740220:                     |                           |                                |                 |              | 465.78             |            |
| <b>621575740242</b>                     |                           |                                |                 |              |                    |            |
| 621-575740-242 REPAIR,MAINTENANCE VE    | AMAZON.COM/GE MONEY       | 60457 8781 045088 8 (split)    | 045088 08 11/19 | 11/22/2019   | 74.51              | 11/27/2019 |

| GL Account and Title | Vendor Name            | Description         | Invoice Number              | Invoice Date    | Net Invoice Amount | Date Paid         |
|----------------------|------------------------|---------------------|-----------------------------|-----------------|--------------------|-------------------|
| Total 621575740242:  |                        |                     |                             |                 | 74.51              |                   |
| <b>621575740244</b>  |                        |                     |                             |                 |                    |                   |
| 621-575740-244       | REPAIRS,MAINT EQUIPMEN | AMAZON.COM/GE MONEY | 60457 8781 045088 8 (split) | 045088 08 11/19 | 11/22/2019         | 133.69 11/27/2019 |
| Total 621575740244:  |                        |                     |                             |                 | 133.69             |                   |
| <b>621575740310</b>  |                        |                     |                             |                 |                    |                   |
| 621-575740-310       | OFFICE SUPPLIES, POSTA | TIME WARNER CABLE   | Acct#702658601 SCADA        | 702658601111819 | 11/18/2019         | 124.94 11/27/2019 |
| Total 621575740310:  |                        |                     |                             |                 | 124.94             |                   |
| <b>622509210000</b>  |                        |                     |                             |                 |                    |                   |
| 622-509210-000       | OFFICE SUPPLY          | TIME WARNER CABLE   | Acct#715297601 H2O SCADA    | 715297601111519 | 11/15/2019         | 129.88 11/27/2019 |
| Total 622509210000:  |                        |                     |                             |                 | 129.88             |                   |
| Grand Totals:        |                        |                     |                             |                 | 118,874.70         |                   |

Dated: \_\_\_\_\_

Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_

| GL Account and Title          | Vendor Name | Description                 | Invoice Number | Invoice Date | Net<br>Invoice Amount  | Date Paid  |
|-------------------------------|-------------|-----------------------------|----------------|--------------|------------------------|------------|
| <b>82055551800</b>            |             |                             |                |              |                        |            |
| 820-555551-800 Parks Projects | WE ENERGIES | Relocation-517 Congress St. | 4437385        | 11/18/2019   | 2,435.50               | 12/05/2019 |
| Total 82055551800:            |             |                             |                |              | <u>2,435.50</u>        |            |
| Grand Totals:                 |             |                             |                |              | <u><u>2,435.50</u></u> |            |

Dated: \_\_\_\_\_

Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_

| GL Account and Title                          | Vendor Name               | Description                            | Invoice Number  | Invoice Date | Net Invoice Amount | Date Paid  |
|---|---------------------------|--|-----------------|--------------|--------------------|------------|
| <b>100444411000</b>                           |                           |  |                 |              |                    |            |
| 100-444411-000 COURT FINES & COSTS            | RACINE COUNTY TREASURER   | Racine Co Jail Assessment              | 2019NOV         | 12/02/2019   | 1,328.35           | 12/06/2019 |
| 100-444411-000 COURT FINES & COSTS            | RACINE COUNTY TREASURER   | Racine Co Surcharge                    | 2019NOV         | 12/02/2019   | 47.80              | 12/06/2019 |
| 100-444411-000 COURT FINES & COSTS            | ST OF WISC CONTROLLER'S O | ST OF WI CONTROLLER OFFICE NOV         | 2019 NOV        | 12/02/2019   | 4,507.02           | 12/06/2019 |
| Total 100444411000:                           |                           |  |                 |              | 5,883.17           |            |
| <b>100454521001</b>                           |                           |  |                 |              |                    |            |
| 100-454521-001 BOND FEES                      | CLERK OF COURTS - OAK CRE | Ledger, Nathan Warrant 8780FLM7Z2      | 8780FLM7Z2      | 12/03/2019   | 374.00             | 12/06/2019 |
| Total 100454521001:                           |                           |  |                 |              | 374.00             |            |
| <b>100515111265</b>                           |                           |  |                 |              |                    |            |
| 100-515111-265 Festival/Fireworks/Block Party | DEQUAKER, STEVE           | Ice Festival Payments                  | 2019 ICE FEST   | 11/21/2019   | 3,570.00           | 12/06/2019 |
| 100-515111-265 Festival/Fireworks/Block Party | ARTIC GLACIER             | Ice Blocks for Ice Festival 2019       | 121419          | 10/03/2019   | 2,200.00           | 12/06/2019 |
| 100-515111-265 Festival/Fireworks/Block Party | CAVANAUGH CARRIAGES       | Ice Festival - two reindeer            | 121419          | 11/22/2019   | 900.00             | 12/06/2019 |
| 100-515111-265 Festival/Fireworks/Block Party | DON BERG & ASSOCIATES     | MAGAGEMENT SERV-2019 ICE FESTIVAL      | 2019 ICE FEST   | 12/03/2019   | 500.00             | 12/06/2019 |
| Total 100515111265:                           |                           |  |                 |              | 7,170.00           |            |
| <b>100515132220</b>                           |                           |  |                 |              |                    |            |
| 100-515132-220 ADMIN - UTILITIES              | WE ENERGIES               | 5843-033-004 (split)                   | 5843033004NOV19 | 11/24/2019   | 518.97             | 12/06/2019 |
| Total 100515132220:                           |                           |  |                 |              | 518.97             |            |
| <b>100515132225</b>                           |                           |  |                 |              |                    |            |
| 100-515132-225 ADMIN - TELEPHONE              | AT & T                    | 262 767-1389 327 6                     | 262767138911 19 | 11/21/2019   | 363.90             | 12/06/2019 |
| 100-515132-225 ADMIN - TELEPHONE              | AT & T                    | 171 798 6300 001 Ad,om                 | 570511508       | 11/19/2019   | 337.16             | 12/06/2019 |
| 100-515132-225 ADMIN - TELEPHONE              | VERIZON WIRELESS          | VERIZON ADMIN 286396851-00001          | 9842770500      | 11/23/2019   | 87.06              | 12/06/2019 |
| Total 100515132225:                           |                           |  |                 |              | 788.12             |            |
| <b>100515132298</b>                           |                           |  |                 |              |                    |            |
| 100-515132-298 ADMIN - CONTRACT SERVI         | AT & T                    | 262 767-1904 046 8 (split)             | 262767190411 19 | 11/28/2019   | 274.76             | 12/06/2019 |
| Total 100515132298:                           |                           |  |                 |              | 274.76             |            |
| <b>100515141220</b>                           |                           |  |                 |              |                    |            |
| 100-515141-220 FINANCE - UTILITY SERVIC       | WE ENERGIES               | 5843-033-004 (split)                   | 5843033004NOV19 | 11/24/2019   | 315.09             | 12/06/2019 |
| Total 100515141220:                           |                           |  |                 |              | 315.09             |            |
| <b>100515141225</b>                           |                           |  |                 |              |                    |            |
| 100-515141-225 FINANCE - TELEPHONE            | AT & T                    | 171 798 6300 001 Finance               | 570511508       | 11/19/2019   | 202.30             | 12/06/2019 |
| 100-515141-225 FINANCE - TELEPHONE            | VERIZON WIRELESS          | VERIZON FINANCE 286396851-00001        | 9842770500      | 11/23/2019   | 47.02              | 12/06/2019 |
| Total 100515141225:                           |                           |  |                 |              | 249.32             |            |
| <b>100515141298</b>                           |                           |  |                 |              |                    |            |
| 100-515141-298 FINANCE - CONTRACT SER         | AT & T                    | 262 767-1904 046 8 (split)             | 262767190411 19 | 11/28/2019   | 274.76             | 12/06/2019 |
| Total 100515141298:                           |                           |  |                 |              | 274.76             |            |
| <b>100515181225</b>                           |                           |  |                 |              |                    |            |
| 100-515181-225 HR-Telephone                   | VERIZON WIRELESS          | VERIZON HUMAN RESOURCE 286396851-00001 | 9842770500      | 11/23/2019   | 40.09              | 12/06/2019 |
| Total 100515181225:                           |                           |  |                 |              | 40.09              |            |

| GL Account and Title                     | Vendor Name           | Description                     | Invoice Number  | Invoice Date | Net Invoice Amount | Date Paid  |
|--|-----------------------|---------------------------------|-----------------|--------------|--------------------|------------|
| <b>100525211225</b>                      |                       |                                 |                 |              |                    |            |
| 100-525211-225 POLICE - TELEPHONE        | AT & T                | 057 736 7870 001                | 262767138911 19 | 11/21/2019   | 509.67             | 12/06/2019 |
| 100-525211-225 POLICE - TELEPHONE        | AT & T                | 171 798 6300 001 Police         | 570511508       | 11/19/2019   | 539.46             | 12/06/2019 |
| 100-525211-225 POLICE - TELEPHONE        | VERIZON WIRELESS      | VERIZON POLICE 286396851-00001  | 9842770500      | 11/23/2019   | 685.08             | 12/06/2019 |
| Total 100525211225:                      |                       |                                 |                 |              | 1,734.21           |            |
| <b>100525211310</b>                      |                       |                                 |                 |              |                    |            |
| 100-525211-310 POLICE - OFF SUPP-POSTA   | CITY OF BURLINGTON    | Cash Receipts Shortage 11/25/19 | 112519          | 11/25/2019   | 17.25              | 12/06/2019 |
| Total 100525211310:                      |                       |                                 |                 |              | 17.25              |            |
| <b>100525211520</b>                      |                       |                                 |                 |              |                    |            |
| 100-525211-520 POLICE - PROP & LIAB INSU | EMC INSURANCE COMPANY | EMC Commercial Acct 5X90433     | D-98290276      | 11/25/2019   | 2,562.50           | 12/06/2019 |
| Total 100525211520:                      |                       |                                 |                 |              | 2,562.50           |            |
| <b>100525220225</b>                      |                       |                                 |                 |              |                    |            |
| 100-525220-225 FIRE - TELEPHONE          | VERIZON WIRELESS      | VERIZON FIRE 286396851-00001    | 9842770500      | 11/23/2019   | 144.08             | 12/06/2019 |
| Total 100525220225:                      |                       |                                 |                 |              | 144.08             |            |
| <b>100525231220</b>                      |                       |                                 |                 |              |                    |            |
| 100-525231-220 BLDG INSP UTILITIES       | WE ENERGIES           | 5843-033-004 (split)            | 5843033004NOV19 | 11/24/2019   | 92.67              | 12/06/2019 |
| Total 100525231220:                      |                       |                                 |                 |              | 92.67              |            |
| <b>100525231225</b>                      |                       |                                 |                 |              |                    |            |
| 100-525231-225 BLDG INSP - TELEPHONE     | VERIZON WIRELESS      | VERIZON BLDG DEPARTMENT         | 9842770500      | 11/23/2019   | 55.09              | 12/06/2019 |
| Total 100525231225:                      |                       |                                 |                 |              | 55.09              |            |
| <b>100535321220</b>                      |                       |                                 |                 |              |                    |            |
| 100-535321-220 STREETS - UTILITIES       | WE ENERGIES           | 1638-891-345 (split)            | 1638891345NOV19 | 11/22/2019   | 687.35             | 12/06/2019 |
| 100-535321-220 STREETS - UTILITIES       | WE ENERGIES           | 8430-081-671 (split)            | 8430081671NOV19 | 11/21/2019   | 247.74             | 12/06/2019 |
| Total 100535321220:                      |                       |                                 |                 |              | 935.09             |            |
| <b>100535321225</b>                      |                       |                                 |                 |              |                    |            |
| 100-535321-225 STREETS - TELEPHONE       | VERIZON WIRELESS      | VERIZON STREET 286396851-00001  | 9842770500      | 11/23/2019   | 110.23             | 12/06/2019 |
| Total 100535321225:                      |                       |                                 |                 |              | 110.23             |            |
| <b>100535321261</b>                      |                       |                                 |                 |              |                    |            |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 0818-594-802                    | 0818594802NOV19 | 11/22/2019   | 15.71              | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 0819-473-268                    | 0819473268NOV19 | 11/24/2019   | 118.74             | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 0838-352-542                    | 0838352542NOV19 | 11/21/2019   | 39.16              | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 0850-628-152                    | 0850628152NOV19 | 11/21/2019   | 250.42             | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 2023-503-060                    | 2023503060NOV19 | 11/22/2019   | 137.70             | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 5459-100-732                    | 5459100732NOV19 | 11/25/2019   | 448.92             | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 5644-617-733                    | 5644617733NOV19 | 11/22/2019   | 137.42             | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 5695-147-539                    | 5695147539NOV19 | 11/24/2019   | 502.28             | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 6893-002-943                    | 6893002943NOV19 | 11/21/2019   | 15.71              | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 7245-068-041                    | 7245068041NOV19 | 11/25/2019   | 231.89             | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 7467-500-426                    | 7467500426NOV19 | 11/25/2019   | 261.60             | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 8499-073-119                    | 8499073119NOV19 | 11/25/2019   | 218.33             | 12/06/2019 |
| 100-535321-261 STREETS - LIGHTING UTILI  | WE ENERGIES           | 9418-285-345                    | 9418285345NOV19 | 11/25/2019   | 96.20              | 12/06/2019 |

| GL Account and Title | Vendor Name              | Description                | Invoice Number               | Invoice Date    | Net Invoice Amount | Date Paid            |
|----------------------|--------------------------|----------------------------|------------------------------|-----------------|--------------------|----------------------|
| Total 100535321261:  |                          |                            |                              |                 | 2,474.08           |                      |
| <b>100535321298</b>  |                          |                            |                              |                 |                    |                      |
| 100-535321-298       | STREETS - CONTRACT SER   | DONERITE JANITORIAL SERV I | WWTP Nov. Cleaning           | 3445            | 11/24/2019         | 288.00 12/06/2019    |
| Total 100535321298:  |                          |                            |                              |                 | 288.00             |                      |
| <b>100535321354</b>  |                          |                            |                              |                 |                    |                      |
| 100-535321-354       | STREETS-PARKNG STRUC     | WE ENERGIES                | 7082-958-528                 | 7082958528NOV19 | 11/25/2019         | 615.54 12/06/2019    |
| Total 100535321354:  |                          |                            |                              |                 | 615.54             |                      |
| <b>100535321520</b>  |                          |                            |                              |                 |                    |                      |
| 100-535321-520       | STREETS - PROP & LIAB IN | EMC INSURANCE COMPANY      | EMC Commercial Acct 5X90433  | D-98290276      | 11/25/2019         | 1,281.25 12/06/2019  |
| Total 100535321520:  |                          |                            |                              |                 | 1,281.25           |                      |
| <b>10055551220</b>   |                          |                            |                              |                 |                    |                      |
| 100-555551-220       | PARKS - UTILITIES        | WE ENERGIES                | 1269-762-568                 | 1269762568NOV19 | 11/24/2019         | 38.04 12/06/2019     |
| 100-555551-220       | PARKS - UTILITIES        | WE ENERGIES                | 1638-891-345 (split)         | 1638891345NOV19 | 11/22/2019         | 343.67 12/06/2019    |
| 100-555551-220       | PARKS - UTILITIES        | WE ENERGIES                | 2428-946-714                 | 2428946714NOV19 | 11/25/2019         | 697.05 12/06/2019    |
| 100-555551-220       | PARKS - UTILITIES        | WE ENERGIES                | 3243-370-777                 | 3243370777NOV19 | 11/26/2019         | 16.37 12/06/2019     |
| 100-555551-220       | PARKS - UTILITIES        | WE ENERGIES                | 3698-542-543                 | 3698542543NOV19 | 11/25/2019         | 15.71 12/06/2019     |
| 100-555551-220       | PARKS - UTILITIES        | WE ENERGIES                | 6211-699-899                 | 6211699899NOV19 | 11/24/2019         | 40.84 12/06/2019     |
| 100-555551-220       | PARKS - UTILITIES        | WE ENERGIES                | 6895-338-188                 | 6895338188NOV19 | 11/25/2019         | 106.54 12/06/2019    |
| 100-555551-220       | PARKS - UTILITIES        | WE ENERGIES                | 8430-081-671 (split)         | 8430081671NOV19 | 11/21/2019         | 123.87 12/06/2019    |
| Total 10055551220:   |                          |                            |                              |                 | 1,382.09           |                      |
| <b>10055551225</b>   |                          |                            |                              |                 |                    |                      |
| 100-555551-225       | PARKS - TELEPHONE        | VERIZON WIRELESS           | VERIZON PARK 286396851-00001 | 9842770500      | 11/23/2019         | 100.72 12/06/2019    |
| Total 10055551225:   |                          |                            |                              |                 | 100.72             |                      |
| <b>10055551298</b>   |                          |                            |                              |                 |                    |                      |
| 100-555551-298       | PARKS - CONTRACT SERVI   | DONERITE JANITORIAL SERV I | WWTP Nov. Cleaning           | 3445            | 11/24/2019         | 144.00 12/06/2019    |
| Total 10055551298:   |                          |                            |                              |                 | 144.00             |                      |
| <b>10055551520</b>   |                          |                            |                              |                 |                    |                      |
| 100-555551-520       | PARKS - PROP AND LIAB IN | EMC INSURANCE COMPANY      | EMC Commercial Acct 5X90433  | D-98290276      | 11/25/2019         | 1,281.25 12/06/2019  |
| Total 10055551520:   |                          |                            |                              |                 | 1,281.25           |                      |
| <b>251555511225</b>  |                          |                            |                              |                 |                    |                      |
| 251-555511-225       | TELEPHONE                | AT & T                     | 171 798 6300 001 Library     | 570511508       | 11/19/2019         | 269.73 12/06/2019    |
| Total 251555511225:  |                          |                            |                              |                 | 269.73             |                      |
| <b>621575740220</b>  |                          |                            |                              |                 |                    |                      |
| 621-575740-220       | WWTP-ELECTRIC            | WE ENERGIES                | 0225-428-357 (split)         | 0225428357NOV19 | 11/27/2019         | 276.62 12/06/2019    |
| 621-575740-220       | WWTP-ELECTRIC            | WE ENERGIES                | 1887-026-576                 | 1887026576NOV19 | 11/22/2019         | 15,134.25 12/06/2019 |
| 621-575740-220       | WWTP-ELECTRIC            | WE ENERGIES                | 4897-650-087                 | 4897650087NOV19 | 11/21/2019         | 68.52 12/06/2019     |
| 621-575740-220       | WWTP-ELECTRIC            | WE ENERGIES                | 6212-377-525                 | 6212377525NOV19 | 11/22/2019         | 3,919.47 12/06/2019  |
| Total 621575740220:  |                          |                            |                              |                 | 19,398.86          |                      |

| GL Account and Title                  | Vendor Name                | Description                          | Invoice Number  | Invoice Date | Net Invoice Amount | Date Paid  |
|---------------------------------------|----------------------------|--------------------------------------|-----------------|--------------|--------------------|------------|
| <b>621575740222</b>                   |                            |                                      |                 |              |                    |            |
| 621-575740-222 GAS                    | WE ENERGIES                | 0225-428-357 (split)                 | 0225428357NOV19 | 11/27/2019   | 10.09              | 12/06/2019 |
| 621-575740-222 GAS                    | WE ENERGIES                | 0862-239-067                         | 0862239067NOV19 | 11/21/2019   | 2,382.87           | 12/06/2019 |
| 621-575740-222 GAS                    | WE ENERGIES                | 2663-378-614                         | 2663378614NOV19 | 11/21/2019   | 9.57               | 12/06/2019 |
| 621-575740-222 GAS                    | WE ENERGIES                | 3646-902-199                         | 3646902199NOV19 | 11/21/2019   | 116.42             | 12/06/2019 |
| Total 621575740222:                   |                            |                                      |                 |              | 2,518.95           |            |
| <b>621575740225</b>                   |                            |                                      |                 |              |                    |            |
| 621-575740-225 TELEPHONE              | VERIZON WIRELESS           | VERIZON WWTP 286396851-00001         | 9842770500      | 11/23/2019   | 68.81              | 12/06/2019 |
| Total 621575740225:                   |                            |                                      |                 |              | 68.81              |            |
| <b>621575740244</b>                   |                            |                                      |                 |              |                    |            |
| 621-575740-244 REPAIRS,MAINT EQUIPMEN | DONERITE JANITORIAL SERV I | WWTP Nov. Cleaning                   | 3445            | 11/24/2019   | 840.00             | 12/06/2019 |
| Total 621575740244:                   |                            |                                      |                 |              | 840.00             |            |
| <b>622501070000</b>                   |                            |                                      |                 |              |                    |            |
| 622-501070-000 WORK IN PROGRESS       | WE ENERGIES                | Backup Generator Comm-341 Origen St. | 4450083         | 12/04/2019   | 5,090.76           | 12/06/2019 |
| 622-501070-000 WORK IN PROGRESS       | WE ENERGIES                | Well House Service-341 Origen        | 4450084         | 12/04/2019   | 1,169.57           | 12/06/2019 |
| Total 622501070000:                   |                            |                                      |                 |              | 6,260.33           |            |
| <b>622506220000</b>                   |                            |                                      |                 |              |                    |            |
| 622-506220-000 POWER                  | WE ENERGIES                | 0882-547-355 (split)                 | 0882547355NOV19 | 11/22/2019   | 3,720.82           | 12/06/2019 |
| 622-506220-000 POWER                  | WE ENERGIES                | 3267-293-366                         | 3267293366NOV19 | 11/21/2019   | 632.22             | 12/06/2019 |
| 622-506220-000 POWER                  | WE ENERGIES                | 3457-108-505                         | 3457108505NOV19 | 11/25/2019   | 3,654.24           | 12/06/2019 |
| 622-506220-000 POWER                  | WE ENERGIES                | 6271-254-861 (split)                 | 6271254861NOV19 | 11/22/2019   | 1,825.59           | 12/06/2019 |
| 622-506220-000 POWER                  | WE ENERGIES                | 7255-465-187                         | 7255465187NOV19 | 11/21/2019   | 134.48             | 12/06/2019 |
| 622-506220-000 POWER                  | WE ENERGIES                | 8682-353-384 (split)                 | 8682353384NOV19 | 11/24/2019   | 3,458.29           | 12/06/2019 |
| Total 622506220000:                   |                            |                                      |                 |              | 13,425.64          |            |
| <b>622506230000</b>                   |                            |                                      |                 |              |                    |            |
| 622-506230-000 SUPPLIES               | WE ENERGIES                | 0882-547-355 (split)                 | 0882547355NOV19 | 11/22/2019   | 93.12              | 12/06/2019 |
| 622-506230-000 SUPPLIES               | WE ENERGIES                | 1438-804-919                         | 1438804919NOV19 | 11/25/2019   | 22.52              | 12/06/2019 |
| 622-506230-000 SUPPLIES               | WE ENERGIES                | 6271-254-861 (split)                 | 6271254861NOV19 | 11/22/2019   | 65.27              | 12/06/2019 |
| 622-506230-000 SUPPLIES               | WE ENERGIES                | 6499-874-589                         | 6499874589NOV19 | 11/21/2019   | 57.67              | 12/06/2019 |
| 622-506230-000 SUPPLIES               | WE ENERGIES                | 8682-353-384 (split)                 | 8682353384NOV19 | 11/24/2019   | 56.72              | 12/06/2019 |
| 622-506230-000 SUPPLIES               | WE ENERGIES                | 9259-879-303                         | 9259879303NOV19 | 11/24/2019   | 19.43              | 12/06/2019 |
| Total 622506230000:                   |                            |                                      |                 |              | 314.73             |            |
| <b>622509210000</b>                   |                            |                                      |                 |              |                    |            |
| 622-509210-000 OFFICE SUPPLY          | VERIZON WIRELESS           | VERIZON WATER DEPT                   | 9842770500      | 11/23/2019   | 80.25              | 12/06/2019 |
| Total 622509210000:                   |                            |                                      |                 |              | 80.25              |            |
| <b>622509350000</b>                   |                            |                                      |                 |              |                    |            |
| 622-509350-000 GENERAL PLANT-SUPPLIE  | WE ENERGIES                | 1638-891-345 (split)                 | 1638891345NOV19 | 11/22/2019   | 687.35             | 12/06/2019 |
| 622-509350-000 GENERAL PLANT-SUPPLIE  | WE ENERGIES                | 8430-081-671 (split)                 | 8430081671NOV19 | 11/21/2019   | 247.74             | 12/06/2019 |
| 622-509350-000 GENERAL PLANT-SUPPLIE  | DONERITE JANITORIAL SERV I | WWTP Nov. Cleaning                   | 3445            | 11/24/2019   | 288.00             | 12/06/2019 |
| Total 622509350000:                   |                            |                                      |                 |              | 1,223.09           |            |
| <b>864121100</b>                      |                            |                                      |                 |              |                    |            |
| 864-121100 TAXES RECEIVABLE           | DEQUAKER, STEVE            | Cash for Tax Drawer                  | 2019 TAX        | 12/04/2019   | 500.00             | 12/06/2019 |

| GL Account and Title | Vendor Name | Description | Invoice Number | Invoice Date | Net<br>Invoice Amount | Date Paid |
|----------------------|-------------|-------------|----------------|--------------|-----------------------|-----------|
| Total 864121100:     |             |             |                |              | 500.00                |           |
| Grand Totals:        |             |             |                |              | 74,006.72             |           |

Dated: \_\_\_\_\_

Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_

| GL Account and Title                          | Vendor Name                   | Description                         | Invoice Number | Invoice Date | Net Invoice Amount | Date Paid |
|---|-------------------------------|-------------------------------------|----------------|--------------|--------------------|-----------|
| <b>10051511247</b>                            |                               |                                     |                |              |                    |           |
| 100-515111-247 Repairs & Maint Software       | SWAGIT PRODUCTIONS, LLC       | Video Streaming Services: Nov 2019  | 14115          | 11/30/2019   | 645.00             |           |
| Total 10051511247:                            |                               |                                     |                |              | 645.00             |           |
| <b>10051511265</b>                            |                               |                                     |                |              |                    |           |
| 100-515111-265 Festival/Fireworks/Block Party | Office Copying Equipment, LTD | Sharp MX-5070N (split)              | AR101053       | 11/29/2019   | 20.00              |           |
| 100-515111-265 Festival/Fireworks/Block Party | GOOSEBERRIES                  | Ice Festival                        | 103340         | 11/25/2019   | 185.60             |           |
| 100-515111-265 Festival/Fireworks/Block Party | MINUTEMAN PRESS OF BURLI      | Signs - Ice Festival                | 40865          | 12/02/2019   | 613.50             |           |
| Total 10051511265:                            |                               |                                     |                |              | 819.10             |           |
| <b>10051511399</b>                            |                               |                                     |                |              |                    |           |
| 100-515111-399 CITY COUNCIL - PUBLICATI       | SOUTHERN LAKES NEWSPAPE       | CUP Hearing 416 E Jefferson         | 361737         | 11/21/2019   | 60.68              |           |
| 100-515111-399 CITY COUNCIL - PUBLICATI       | SOUTHERN LAKES NEWSPAPE       | CUP Hearing 109 E Chestnut St.      | 361739         | 11/21/2019   | 62.88              |           |
| Total 10051511399:                            |                               |                                     |                |              | 123.56             |           |
| <b>100515121248</b>                           |                               |                                     |                |              |                    |           |
| 100-515121-248 MUNI COURT - REP & MAIN        | VORPAGEL SERVICE INC.         | Vorpapel Services Muni              | 44702          | 11/18/2019   | 62.81              |           |
| 100-515121-248 MUNI COURT - REP & MAIN        | DONERITE JANITORIAL SERV I    | City Hall Split Muni Court          | 3446           | 11/24/2019   | 35.06              |           |
| Total 100515121248:                           |                               |                                     |                |              | 97.87              |           |
| <b>100515121310</b>                           |                               |                                     |                |              |                    |           |
| 100-515121-310 MUNI COURT - OFFICE SUP        | SHRED-IT USA LLC              | Muni Court - Shredding              | 8128614599     | 11/22/2019   | 29.99              |           |
| Total 100515121310:                           |                               |                                     |                |              | 29.99              |           |
| <b>100515132247</b>                           |                               |                                     |                |              |                    |           |
| 100-515132-247 ADMIN - COMPUTER REPLA         | DIGICORP                      | Probook-Carina                      | 330551         | 11/27/2019   | 1,133.00           |           |
| Total 100515132247:                           |                               |                                     |                |              | 1,133.00           |           |
| <b>100515132248</b>                           |                               |                                     |                |              |                    |           |
| 100-515132-248 REPAIRS & MAINT BUILDIN        | VORPAGEL SERVICE INC.         | Vorpapel Services Admin             | 44702          | 11/18/2019   | 741.11             |           |
| 100-515132-248 REPAIRS & MAINT BUILDIN        | DONERITE JANITORIAL SERV I    | City Hall Split Admin               | 3446           | 11/24/2019   | 210.00             |           |
| Total 100515132248:                           |                               |                                     |                |              | 951.11             |           |
| <b>100515132298</b>                           |                               |                                     |                |              |                    |           |
| 100-515132-298 ADMIN - CONTRACT SERVI         | NORTHERN ILLINOIS UNIVERSI    | Intern-Sponsored Programs           | DB-G5B70336-16 | 12/15/2019   | 1,200.00           |           |
| Total 100515132298:                           |                               |                                     |                |              | 1,200.00           |           |
| <b>100515132310</b>                           |                               |                                     |                |              |                    |           |
| 100-515132-310 ADMIN - OFF SUPP-POSTA         | ALSCO                         | ALSCO DPW (split) Customer # 074780 | IMIL1513045    | 12/04/2019   | 2.97               |           |
| 100-515132-310 ADMIN - OFF SUPP-POSTA         | Office Copying Equipment, LTD | Sharp MX-5070N (split)              | AR101053       | 11/29/2019   | 184.06             |           |
| 100-515132-310 ADMIN - OFF SUPP-POSTA         | BEST STAMPS                   | PRE-INKED STAMPER                   | 356462         | 12/06/2019   | 18.00              |           |
| 100-515132-310 ADMIN - OFF SUPP-POSTA         | MENARDS                       | Supplies-City Hall (split)          | 7683           | 12/03/2019   | 25.99              |           |
| 100-515132-310 ADMIN - OFF SUPP-POSTA         | GOOSEBERRIES                  | gooseberries-DPW (split)            | 104482         | 11/05/2019   | 4.25               |           |
| 100-515132-310 ADMIN - OFF SUPP-POSTA         | MINUTEMAN PRESS OF BURLI      | business cards-City Hall            | 40946          | 12/09/2019   | 59.00              |           |
| 100-515132-310 ADMIN - OFF SUPP-POSTA         | SHRED-IT USA LLC              | Admin - Shredding                   | 8128614599     | 11/22/2019   | 29.99              |           |
| Total 100515132310:                           |                               |                                     |                |              | 324.26             |           |
| <b>100515140248</b>                           |                               |                                     |                |              |                    |           |
| 100-515140-248 CLERK-REPAIRS & MAINT B        | MENARDS                       | Supplies-City Hall (split)          | 7683           | 12/03/2019   | 25.98              |           |
| 100-515140-248 CLERK-REPAIRS & MAINT B        | VORPAGEL SERVICE INC.         | Vorpapel Services Clerk             | 44702          | 11/18/2019   | 62.80              |           |

| GL Account and Title                      | Vendor Name                   | Description                                 | Invoice Number | Invoice Date | Net Invoice Amount | Date Paid |
|---|-------------------------------|---|----------------|--------------|--------------------|-----------|
| 100-515140-248 CLERK-REPAIRS & MAINT B    | DONERITE JANITORIAL SERV I    | City Hall Split Clerk                       | 3446           | 11/24/2019   | 34.97              |           |
| Total 100515140248:                       |                               |   |                |              | 123.75             |           |
| <b>100515140310</b>                       |                               |   |                |              |                    |           |
| 100-515140-310 CLERK - OFFICE SUPPLIES    | Office Copying Equipment, LTD | Sharp MX-5070N (split)                      | AR101053       | 11/29/2019   | 10.00              |           |
| 100-515140-310 CLERK - OFFICE SUPPLIES    | SHRED-IT USA LLC              | Clerk - Shredding                           | 8128614599     | 11/22/2019   | 29.99              |           |
| Total 100515140310:                       |                               |   |                |              | 39.99              |           |
| <b>100515141248</b>                       |                               |   |                |              |                    |           |
| 100-515141-248 FINANCE - REP AND MAINT    | VORPAGEL SERVICE INC.         | Vorpagel Services Finance                   | 44702          | 11/18/2019   | 389.40             |           |
| 100-515141-248 FINANCE - REP AND MAINT    | DONERITE JANITORIAL SERV I    | City Hall Split Finance                     | 3446           | 11/24/2019   | 210.00             |           |
| Total 100515141248:                       |                               |   |                |              | 599.40             |           |
| <b>100515141298</b>                       |                               |   |                |              |                    |           |
| 100-515141-298 FINANCE - CONTRACT SER     | DIGICORP                      | Forticlient License/Malwarebytes Sub        | 330550         | 11/27/2019   | 1,605.00           |           |
| Total 100515141298:                       |                               |   |                |              | 1,605.00           |           |
| <b>100515141310</b>                       |                               |   |                |              |                    |           |
| 100-515141-310 FINANCE - OFFICE SUPP/P    | Office Copying Equipment, LTD | Sharp MX-500IN Digital Color Imager (split) | AR101053       | 11/29/2019   | 70.74              |           |
| 100-515141-310 FINANCE - OFFICE SUPP/P    | SHRED-IT USA LLC              | Finance - Shredding                         | 8128614599     | 11/22/2019   | 29.99              |           |
| Total 100515141310:                       |                               |   |                |              | 100.73             |           |
| <b>100515154298</b>                       |                               |   |                |              |                    |           |
| 100-515154-298 ASSESSOR - CONTRACT S      | ACCURATE APPRAISAL, LLC       | 20% of Contract for 2019                    | 2868           | 12/01/2019   | 7,560.00           |           |
| Total 100515154298:                       |                               |   |                |              | 7,560.00           |           |
| <b>100515161220</b>                       |                               |   |                |              |                    |           |
| 100-515161-220 ATTORNEY - CONTRACT        | BJELAJAC, JOHN M              | Stonegate Addition 2                        | 18100-049D 10  | 11/30/2019   | 300.00             |           |
| 100-515161-220 ATTORNEY - CONTRACT        | BJELAJAC, JOHN M              | General File - 2019                         | 19100-000D 11  | 11/30/2019   | 540.00             |           |
| 100-515161-220 ATTORNEY - CONTRACT        | BJELAJAC, JOHN M              | Stormwater Planning                         | 19100-012D 3   | 11/30/2019   | 225.00             |           |
| 100-515161-220 ATTORNEY - CONTRACT        | BJELAJAC, JOHN M              | Rescue Waiver Form                          | 19100-046D 3   | 11/30/2019   | 525.00             |           |
| 100-515161-220 ATTORNEY - CONTRACT        | BJELAJAC, JOHN M              | Brewery Development Agreement               | 19100-066D 1   | 11/30/2019   | 435.00             |           |
| 100-515161-220 ATTORNEY - CONTRACT        | BJELAJAC, JOHN M              | Town of Burlington-EMS Services Agreement   | 19100-070D 1   | 11/30/2019   | 1,440.00           |           |
| 100-515161-220 ATTORNEY - CONTRACT        | BJELAJAC, JOHN M              | Brickyard Parking Lot                       | 19100-072D 2   | 11/30/2019   | 225.00             |           |
| 100-515161-220 ATTORNEY - CONTRACT        | BJELAJAC, JOHN M              | Life Line Contract                          | 19100-074D 1   | 11/30/2019   | 1,095.00           |           |
| 100-515161-220 ATTORNEY - CONTRACT        | BJELAJAC, JOHN M              | Commissioner of Railroads Hearing           | 19100-075D 1   | 11/30/2019   | 570.00             |           |
| Total 100515161220:                       |                               |   |                |              | 5,355.00           |           |
| <b>100515161272</b>                       |                               |   |                |              |                    |           |
| 100-515161-272 ATTORNEY - MUNICIPAL C     | BJELAJAC, JOHN M              | Municipal Court General File - 2019         | 19100-099D 11  | 11/30/2019   | 5,375.55           |           |
| Total 100515161272:                       |                               |   |                |              | 5,375.55           |           |
| <b>100515161298</b>                       |                               |   |                |              |                    |           |
| 100-515161-298 ATTORNEY - CONTRACT S      | BOARDMAN & CLARK LLP          | Legal Services-Matter 00006                 | 212688         | 11/06/2019   | 410.86             |           |
| Total 100515161298:                       |                               |   |                |              | 410.86             |           |
| <b>100515181310</b>                       |                               |   |                |              |                    |           |
| 100-515181-310 HR-Office Supplies/Postage | Office Copying Equipment, LTD | Sharp MX-500IN Digital Color Imager (split) | AR101053       | 11/29/2019   | 70.75              |           |

| GL Account and Title                     | Vendor Name                       | Description                              | Invoice Number | Invoice Date | Net Invoice Amount | Date Paid |
|--|-----------------------------------|--|----------------|--------------|--------------------|-----------|
| Total 100515181310:                      |                                   |  |                |              | 70.75              |           |
| <b>100525211240</b>                      |                                   |  |                |              |                    |           |
| 100-525211-240 POLICE - FUEL, OIL        | VOYAGER FLEET SYSTEMS IN          | Voyager Acct. 869297630                  | 869297630949   | 12/01/2019   | 2,345.91           |           |
| Total 100525211240:                      |                                   |  |                |              | 2,345.91           |           |
| <b>100525211242</b>                      |                                   |  |                |              |                    |           |
| 100-525211-242 POLICE - REPAIR/MTCE EQ   | WISCO AUTOMOTIVE                  | V #907 MAINTENANCE SUPPLIES              | 3791           | 12/05/2019   | 49.35              |           |
| Total 100525211242:                      |                                   |  |                |              | 49.35              |           |
| <b>100525211248</b>                      |                                   |  |                |              |                    |           |
| 100-525211-248 POLICE - REP & MAINT BUIL | REINEMANS, INC.                   | Supplies-Police Dept                     | 173330         | 12/05/2019   | 31.98              |           |
| Total 100525211248:                      |                                   |  |                |              | 31.98              |           |
| <b>100525211299</b>                      |                                   |  |                |              |                    |           |
| 100-525211-299 POLICE - SUNDRY CONTRA    | DONERITE JANITORIAL SERV I        | DONERITE BILLING POLICE                  | 3447           | 11/24/2019   | 525.00             |           |
| 100-525211-299 POLICE - SUNDRY CONTRA    | CUSTOM SERVICE INFORMATI          | Contracted Policy Writing Services       | 12/09/19       | 12/09/2019   | 500.00             |           |
| Total 100525211299:                      |                                   |  |                |              | 1,025.00           |           |
| <b>100525211310</b>                      |                                   |  |                |              |                    |           |
| 100-525211-310 POLICE - OFF SUPP-POSTA   | MENARDS                           | Supplies-Police Dept                     | 7036           | 11/25/2019   | 21.98              |           |
| Total 100525211310:                      |                                   |  |                |              | 21.98              |           |
| <b>100525211330</b>                      |                                   |  |                |              |                    |           |
| 100-525211-330 POLICE - TRAVEL           | WI CHIEFS OF POLICE ASSOC         | WCPA MEMBERSHIP DUES ZMUDZINSKI          | 3177           | 12/01/2019   | 80.00              |           |
| Total 100525211330:                      |                                   |  |                |              | 80.00              |           |
| <b>100525211381</b>                      |                                   |  |                |              |                    |           |
| 100-525211-381 POLICE - INVESTIGATIONS   | LANGUAGE LINE SERVICES, IN        | OVER-THE -PHONE INTERPRETATION           | 4708425        | 11/30/2019   | 35.58              |           |
| 100-525211-381 POLICE - INVESTIGATIONS   | ACL LABORATORIES                  | ACL LAB: OP/OR VENOUS DRAW               | 0344-20191111  | 11/11/2019   | 26.80              |           |
| 100-525211-381 POLICE - INVESTIGATIONS   | TransUnion Risk & Alternative Dat | Account ID: 777966 Nov Billing           | 2019NOVEMBER   | 12/01/2019   | 50.00              |           |
| Total 100525211381:                      |                                   |  |                |              | 112.38             |           |
| <b>100525220159</b>                      |                                   |  |                |              |                    |           |
| 100-525220-159 FIRE - CLOTHING ALLOWA    | GALLS, LLC                        | GALLS INC FIRE DEPT SUPPLIES             | 014258954      | 11/14/2019   | 66.99              |           |
| Total 100525220159:                      |                                   |  |                |              | 66.99              |           |
| <b>100525220211</b>                      |                                   |  |                |              |                    |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600020842 Volbrecht, Troy R        | 180815647      | 10/30/2019   | 76.00              |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600020842 Tilapa, Brian            | 180816577      | 10/24/2019   | 208.00             |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600020842 Jones, Eric N            | 181170043      | 11/12/2019   | 76.00              |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600020842 Keyes, Bradley           | 181284218      | 11/01/2019   | 66.00              |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600020842 Simpson, Heather         | 181379998      | 11/05/2019   | 76.00              |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600020842 Van Ommeren, Evan T      | 181395308      | 11/13/2019   | 208.00             |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600020842 Peterson, James H        | 181405265      | 11/12/2019   | 198.00             |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600020842 Hanson, John D           | 181409297      | 11/04/2019   | 69.00              |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600020842 Moeller, Amanda K        | 181453042      | 11/08/2019   | 227.00             |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600003825 Miller, Wyatt A          | 181460764      | 11/08/2019   | 163.00             |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600003825 Hernandez Steier, Robert | 181561102      | 11/07/2019   | 163.00             |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE                | Acct #600003825 Tello, Bryan L           | 181574985      | 11/08/2019   | 163.00             |           |

| GL Account and Title                     | Vendor Name                   | Description                              | Invoice Number  | Invoice Date | Net Invoice Amount | Date Paid |
|--|-------------------------------|--|-----------------|--------------|--------------------|-----------|
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE            | Acct #600020842 Moeller, Amanda K        | 181623156       | 11/08/2019   | 69.00              |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE            | Acct #600020842 Peterson, James H        | 181724107       | 11/12/2019   | 69.00              |           |
| 100-525220-211 FIRE - PHYSICALS          | AURORA HEALTH CARE            | Acct #600020842 Van Ommeren, Evan T      | 181799974       | 11/13/2019   | 69.00              |           |
| 100-525220-211 FIRE - PHYSICALS          | TRANS UNION LLC               | TRANS UNION LLC FIRE                     | 11909325        | 11/28/2019   | 112.24             |           |
| Total 100525220211:                      |                               |  |                 |              | 2,012.24           |           |
| <b>100525220240</b>                      |                               |  |                 |              |                    |           |
| 100-525220-240 FIRE - FUEL, OIL, LUBRICA | VOYAGER FLEET SYSTEMS IN      | Voyager Acct. 869297630                  | 869297630949    | 12/01/2019   | 412.09             |           |
| Total 100525220240:                      |                               |  |                 |              | 412.09             |           |
| <b>100525220242</b>                      |                               |  |                 |              |                    |           |
| 100-525220-242 FIRE - REPAIR & MAINT VE  | BAYCOM INC                    | service call - Replaced whips            | SRVCE0000000243 | 11/18/2019   | 159.00             |           |
| Total 100525220242:                      |                               |  |                 |              | 159.00             |           |
| <b>100525220244</b>                      |                               |  |                 |              |                    |           |
| 100-525220-244 FIRE - REPAIR MAINT EQUI  | FLIGHT FOR LIFE               | Strobe Lights                            | 120519          | 12/05/2019   | 50.00              |           |
| Total 100525220244:                      |                               |  |                 |              | 50.00              |           |
| <b>100525220248</b>                      |                               |  |                 |              |                    |           |
| 100-525220-248 FIRE - REPAIR MAINT BLDG  | MENARDS                       | Supplies-Fire Dept                       | 3212            | 11/25/2019   | 101.00             |           |
| 100-525220-248 FIRE - REPAIR MAINT BLDG  | MENARDS                       | Supplies-Fire Dept                       | 6461            | 11/17/2019   | 3.46               |           |
| 100-525220-248 FIRE - REPAIR MAINT BLDG  | MENARDS                       | Supplies-Fire Dept                       | 6868            | 11/22/2019   | 31.83              |           |
| 100-525220-248 FIRE - REPAIR MAINT BLDG  | MENARDS                       | Supplies-Fire Dept                       | 7156            | 11/26/2019   | 9.79               |           |
| 100-525220-248 FIRE - REPAIR MAINT BLDG  | MENARDS                       | Supplies-Fire Dept                       | 7388            | 11/29/2019   | 40.87              |           |
| Total 100525220248:                      |                               |  |                 |              | 186.95             |           |
| <b>100525220298</b>                      |                               |  |                 |              |                    |           |
| 100-525220-298 FIRE- CONTRACT SERVICE    | STANARD & ASSOCIATES, INC     | Fire Dept - NFST                         | SA000042754     | 11/27/2019   | 168.00             |           |
| 100-525220-298 FIRE- CONTRACT SERVICE    | MALEK & ASSOCIATES CONSU      | Plan Review for Antioch Pizza            | 6082            | 11/15/2019   | 235.00             |           |
| 100-525220-298 FIRE- CONTRACT SERVICE    | MALEK & ASSOCIATES CONSU      | fire alarm control panel review Circle   | 6083            | 11/15/2019   | 210.00             |           |
| 100-525220-298 FIRE- CONTRACT SERVICE    | LEXIPOL, LLC                  | Knowledge Management System Subscription | 31996           | 12/01/2019   | 4,161.00           |           |
| Total 100525220298:                      |                               |  |                 |              | 4,774.00           |           |
| <b>100525220389</b>                      |                               |  |                 |              |                    |           |
| 100-525220-389 FIRE - PROTECTIVE CLOTH   | EAGLE ENGRAVING               | EAGLE ENGRAVING FIRE DEPT SUPPLIES       | 2019-6379       | 12/05/2019   | 92.60              |           |
| Total 100525220389:                      |                               |  |                 |              | 92.60              |           |
| <b>100525231248</b>                      |                               |  |                 |              |                    |           |
| 100-525231-248 BLDG INSP REP & MAINT B   | DONERITE JANITORIAL SERV I    | City Hall Split Bldg                     | 3446            | 11/24/2019   | 34.97              |           |
| Total 100525231248:                      |                               |  |                 |              | 34.97              |           |
| <b>100525231298</b>                      |                               |  |                 |              |                    |           |
| 100-525231-298 BLDG INSP - CONTRACT      | MUNICIPAL SERVICES, LLC       | MUNICIPAL SERVICES INSPECTIONS           | 2019101         | 12/02/2019   | 1,197.00           |           |
| 100-525231-298 BLDG INSP - CONTRACT      | SAFEBUILT, LLC                | Code Enforcement - Site Visits           | 0063487-IN      | 11/30/2019   | 440.00             |           |
| Total 100525231298:                      |                               |  |                 |              | 1,637.00           |           |
| <b>100525231310</b>                      |                               |  |                 |              |                    |           |
| 100-525231-310 BLDG INSP - OPERATING S   | Office Copying Equipment, LTD | Sharp MX-5070N (split)                   | AR101053        | 11/29/2019   | 10.00              |           |

| GL Account and Title | Vendor Name              | Description              | Invoice Number                       | Invoice Date | Net Invoice Amount | Date Paid |
|----------------------|--------------------------|--------------------------|--------------------------------------|--------------|--------------------|-----------|
| Total 100525231310:  |                          |                          |                                      |              | 10.00              |           |
| <b>100525231372</b>  |                          |                          |                                      |              |                    |           |
| 100-525231-372       | BLDG INSP - AUTO EXPENS  | VOYAGER FLEET SYSTEMS IN | Voyager Acct. 869297630              | 869297630949 | 12/01/2019         | 23.20     |
| Total 100525231372:  |                          |                          |                                      |              | 23.20              |           |
| <b>100535321159</b>  |                          |                          |                                      |              |                    |           |
| 100-535321-159       | STREETS - CLOTHING ALL   | ALSCO                    | ALSCO DPW (split) Customer # 074780  | IMIL1513045  | 12/04/2019         | 33.79     |
| 100-535321-159       | STREETS - CLOTHING ALL   | OLSEN SAFETY EQUIP. COR. | OLSEN SAFETY EQUIPMENT DPW (split)   | 0371609-IN   | 11/18/2019         | 742.76    |
| Total 100535321159:  |                          |                          |                                      |              | 776.55             |           |
| <b>100535321240</b>  |                          |                          |                                      |              |                    |           |
| 100-535321-240       | STREETS - FUEL, OIL & LU | VOYAGER FLEET SYSTEMS IN | Voyager Acct. 869297630              | 869297630949 | 12/01/2019         | 4,207.28  |
| Total 100535321240:  |                          |                          |                                      |              | 4,207.28           |           |
| <b>100535321242</b>  |                          |                          |                                      |              |                    |           |
| 100-535321-242       | STREETS - REP MAINT VE   | GRAY'S INC.              | Gray's DPW plow blades               | 35807        | 12/03/2019         | 2,276.00  |
| 100-535321-242       | STREETS - REP MAINT VE   | WAUSAU EQUIPMENT COMPA   | Wausau parts for plows               | 6852334      | 11/18/2019         | 2,392.46  |
| 100-535321-242       | STREETS - REP MAINT VE   | Wholesale Direct, Inc.   | DPW - Parts for Plow Truck           | 242742       | 11/19/2019         | 145.53    |
| Total 100535321242:  |                          |                          |                                      |              | 4,813.99           |           |
| <b>100535321244</b>  |                          |                          |                                      |              |                    |           |
| 100-535321-244       | STREETS - REP MAINT EQ   | REINDERS INC             | #108/109 Boom Spring                 | 1810792-00   | 11/25/2019         | 46.81     |
| Total 100535321244:  |                          |                          |                                      |              | 46.81              |           |
| <b>100535321298</b>  |                          |                          |                                      |              |                    |           |
| 100-535321-298       | STREETS - CONTRACT SER   | ASDA ENTERPRISES INC     | Seasonal Collection                  | 55457        | 12/01/2019         | 16,870.00 |
| Total 100535321298:  |                          |                          |                                      |              | 16,870.00          |           |
| <b>100535321330</b>  |                          |                          |                                      |              |                    |           |
| 100-535321-330       | STREETS - TRAVEL         | WCTC                     | Acct #240707 Aron, Nicholas          | S0704108     | 11/26/2019         | 249.00    |
| 100-535321-330       | STREETS - TRAVEL         | WCTC                     | Acct #240707 Neumuth, Nicholas       | S0704108     | 11/26/2019         | 485.00    |
| 100-535321-330       | STREETS - TRAVEL         | WCTC                     | Acct #240707 Rice, William           | S0704108     | 11/26/2019         | 249.00    |
| Total 100535321330:  |                          |                          |                                      |              | 983.00             |           |
| <b>100535321350</b>  |                          |                          |                                      |              |                    |           |
| 100-535321-350       | STREETS - REP MAINT SUP  | ELKHORN CHEMICAL & PACKA | DPW Supplies (split)                 | 616959       | 12/04/2019         | 99.53     |
| 100-535321-350       | STREETS - REP MAINT SUP  | LANGE ENTERPRISES        | LANGE ENTERPRISES- Signs             | 71193        | 11/22/2019         | 106.98    |
| 100-535321-350       | STREETS - REP MAINT SUP  | MENARDS                  | Supplies-DPW                         | 6495         | 11/18/2019         | 48.01     |
| 100-535321-350       | STREETS - REP MAINT SUP  | MENARDS                  | Supplies-DPW                         | 6506         | 11/18/2019         | 119.71    |
| 100-535321-350       | STREETS - REP MAINT SUP  | MENARDS                  | Supplies-DPW                         | 6808         | 11/22/2019         | 17.50     |
| 100-535321-350       | STREETS - REP MAINT SUP  | FASTENAL COMPANY         | Fastenal-Christmas Deco              | WIBUR42636   | 11/19/2019         | 35.12     |
| 100-535321-350       | STREETS - REP MAINT SUP  | FASTENAL COMPANY         | Fastenal-Christmas Deco              | WIBUR42701   | 11/22/2019         | 35.70     |
| Total 100535321350:  |                          |                          |                                      |              | 462.55             |           |
| <b>100535321351</b>  |                          |                          |                                      |              |                    |           |
| 100-535321-351       | STREETS - MAINT CURB,G   | WANASEK CORPORATION      | Curb Inlet Repair-1051 Milwaukee Ave | 10262        | 11/22/2019         | 3,225.79  |
| Total 100535321351:  |                          |                          |                                      |              | 3,225.79           |           |

| GL Account and Title                    | Vendor Name              | Description                          | Invoice Number | Invoice Date | Net Invoice Amount | Date Paid |
|---|--------------------------|--------------------------------------|----------------|--------------|--------------------|-----------|
| <b>100545430298</b>                     |                          |                                      |                |              |                    |           |
| 100-545430-298 ANIMAL SHELTER           | WISCONSIN HUMANE SOCIETY | ANIMAL SHELTER CONTRACT              | 1593           | 12/01/2019   | 570.41             |           |
| Total 100545430298:                     |                          |                                      |                |              | 570.41             |           |
| <b>10055551159</b>                      |                          |                                      |                |              |                    |           |
| 100-55551-159 PARKS - CLOTHING          | ALSCO                    | ALSCO DPW (split) Customer # 074780  | IMIL1513045    | 12/04/2019   | 33.79              |           |
| 100-55551-159 PARKS - CLOTHING          | OLSEN SAFETY EQUIP. COR. | OLSEN SAFETY EQUIPMENT DPW (split)   | 0371609-IN     | 11/18/2019   | 18.52              |           |
| Total 10055551159:                      |                          |                                      |                |              | 52.31              |           |
| <b>10055551211</b>                      |                          |                                      |                |              |                    |           |
| 100-55551-211 PARKS - PHYSICALS         | AURORA HEALTH CARE       | Acct #600003828 Regner, James E      | 181101995      | 10/29/2019   | 20.00              |           |
| Total 10055551211:                      |                          |                                      |                |              | 20.00              |           |
| <b>10055551240</b>                      |                          |                                      |                |              |                    |           |
| 100-55551-240 PARKS - FUEL, OIL, LUBRIC | VOYAGER FLEET SYSTEMS IN | Voyager Acct. 869297630              | 869297630949   | 12/01/2019   | 234.14             |           |
| Total 10055551240:                      |                          |                                      |                |              | 234.14             |           |
| <b>10055551242</b>                      |                          |                                      |                |              |                    |           |
| 100-55551-242 PARKS - REPAIR MAINT VE   | WAUSAU EQUIPMENT COMPA   | Wausau parts for plows               | 6852334        | 11/18/2019   | 2,392.46           |           |
| 100-55551-242 PARKS - REPAIR MAINT VE   | Wholesale Direct, Inc.   | DPW - Parts for Plow Truck           | 242742         | 11/19/2019   | 145.52             |           |
| Total 10055551242:                      |                          |                                      |                |              | 2,537.98           |           |
| <b>10055551244</b>                      |                          |                                      |                |              |                    |           |
| 100-55551-244 PARKS - REPAIR MAINT EQ   | REINDERS INC             | #108/109 Boom Spring                 | 1810792-00     | 11/25/2019   | 46.81              |           |
| Total 10055551244:                      |                          |                                      |                |              | 46.81              |           |
| <b>10055551298</b>                      |                          |                                      |                |              |                    |           |
| 100-55551-298 PARKS - CONTRACT SERVI    | PATS SERVICES, INC       | PATS SANITARY RENTAL ECHO PARK       | A-189328       | 11/25/2019   | 100.00             |           |
| 100-55551-298 PARKS - CONTRACT SERVI    | PATS SERVICES, INC       | PATS SANITARY RENTAL ECHO PARK       | A-189544       | 11/29/2019   | 16.67              |           |
| 100-55551-298 PARKS - CONTRACT SERVI    | PATS SERVICES, INC       | PATS SANITARY RENTAL RIVERSIDE PARK  | A-189600       | 11/29/2019   | 72.00              |           |
| 100-55551-298 PARKS - CONTRACT SERVI    | PATS SERVICES, INC       | PATS SANITARY DOG PARK TOILET RENTAL | A-189659       | 11/29/2019   | 57.00              |           |
| 100-55551-298 PARKS - CONTRACT SERVI    | PATS SERVICES, INC       | PATS SANITARY COMPOST SITE           | A-189662       | 11/29/2019   | 63.33              |           |
| Total 10055551298:                      |                          |                                      |                |              | 309.00             |           |
| <b>10055551310</b>                      |                          |                                      |                |              |                    |           |
| 100-55551-310 PARKS - OFFICE SUPP, PO   | GOOSEBERRIES             | gooseberries-DPW (split)             | 104482         | 11/05/2019   | 4.25               |           |
| Total 10055551310:                      |                          |                                      |                |              | 4.25               |           |
| <b>10055551350</b>                      |                          |                                      |                |              |                    |           |
| 100-55551-350 PARKS - REPAIR/MTCE SUP   | ELKHORN CHEMICAL & PACKA | DPW Supplies (split)                 | 616959         | 12/04/2019   | 99.53              |           |
| 100-55551-350 PARKS - REPAIR/MTCE SUP   | MENARDS                  | Supplies-DPW                         | 6495           | 11/18/2019   | 48.00              |           |
| 100-55551-350 PARKS - REPAIR/MTCE SUP   | MENARDS                  | Supplies-DPW                         | 6506           | 11/18/2019   | 119.71             |           |
| 100-55551-350 PARKS - REPAIR/MTCE SUP   | MENARDS                  | Supplies-DPW                         | 6808           | 11/22/2019   | 17.49              |           |
| 100-55551-350 PARKS - REPAIR/MTCE SUP   | FASTENAL COMPANY         | Fastenal-Christmas Deco              | WIBUR42636     | 11/19/2019   | 35.11              |           |
| 100-55551-350 PARKS - REPAIR/MTCE SUP   | FASTENAL COMPANY         | Fastenal-Christmas Deco              | WIBUR42701     | 11/22/2019   | 35.69              |           |
| Total 10055551350:                      |                          |                                      |                |              | 355.53             |           |
| <b>10055561298</b>                      |                          |                                      |                |              |                    |           |
| 100-555561-298 FORESTRY-CONTRACT SE     | SCHUETT, SCOTT           | BALSAM FIR CHRISTMAS TREES           | 2              | 11/22/2019   | 825.00             |           |

| GL Account and Title | Vendor Name                  | Description  | Invoice Number                       | Invoice Date | Net Invoice Amount | Date Paid  |
|----------------------|------------------------------|--|--------------------------------------|--------------|--------------------|------------|
| Total 100555561298:  |                              |  |                                      |              | 825.00             |            |
| <b>100565641298</b>  |                              |  |                                      |              |                    |            |
| 100-565641-298       | PLAN COMM - CONTRACT S GRAEF | Project No: 2019-1005.02 Historic Preservation Com | 0106610                              | 11/14/2019   | 1,320.75           |            |
| Total 100565641298:  |                              |  |                                      |              | 1,320.75           |            |
| <b>100575710297</b>  |                              |  |                                      |              |                    |            |
| 100-575710-297       | GARBAGE- CONTRACT SVC        | JOHNS DISPOSAL SERVICE IN                          | CONTRACTED BILLING/RECYCLE           | 369059       | 13,076.00          | 11/25/2019 |
| 100-575710-297       | GARBAGE- CONTRACT SVC        | JOHNS DISPOSAL SERVICE IN                          | CONTRACTED BILLING/RECYCLE           | 369682       | 212.00             | 11/29/2019 |
| Total 100575710297:  |                              |  |                                      |              | 13,288.00          |            |
| <b>100575710298</b>  |                              |  |                                      |              |                    |            |
| 100-575710-298       | GARBAGE - CONTRACT SV        | JOHNS DISPOSAL SERVICE IN                          | CONTRACTED BILLING/GARBAGE           | 369059       | 33,180.35          | 11/25/2019 |
| 100-575710-298       | GARBAGE - CONTRACT SV        | JOHNS DISPOSAL SERVICE IN                          | CONTRACTED BILLING/GARBAGE           | 369682       | 371.00             | 11/29/2019 |
| Total 100575710298:  |                              |  |                                      |              | 33,551.35          |            |
| <b>621575740159</b>  |                              |  |                                      |              |                    |            |
| 621-575740-159       | CLOTHING ALLOWANCE           | ALSCO  | ALSCO WWTP (split) Cust # 012230     | IMIL1513047  | 65.04              | 12/04/2019 |
| Total 621575740159:  |                              |  |                                      |              | 65.04              |            |
| <b>621575740240</b>  |                              |  |                                      |              |                    |            |
| 621-575740-240       | FUEL, OIL AND LUBRICANT      | VOYAGER FLEET SYSTEMS IN                           | Voyager Acct. 869297630              | 869297630949 | 601.91             | 12/01/2019 |
| Total 621575740240:  |                              |  |                                      |              | 601.91             |            |
| <b>621575740242</b>  |                              |  |                                      |              |                    |            |
| 621-575740-242       | REPAIR,MAINTENANCE VE        | LOIS TIRE SHOP,INC.                                | tire repair 2008 GMC 3500 Diesel     | 449089       | 42.00              | 11/25/2019 |
| Total 621575740242:  |                              |  |                                      |              | 42.00              |            |
| <b>621575740244</b>  |                              |  |                                      |              |                    |            |
| 621-575740-244       | REPAIRS,MAINT EQUIPMEN       | ALSCO  | ALSCO WWTP (split) Cust # 012230     | IMIL1513047  | 9.40               | 12/04/2019 |
| 621-575740-244       | REPAIRS,MAINT EQUIPMEN       | ALSCO  | ALSCO WWTP Cust # 012231 (split)     | IMIL1513048  | 134.97             | 12/04/2019 |
| 621-575740-244       | REPAIRS,MAINT EQUIPMEN       | WELDERS SUPPLY COMPANY                             | Small Argon & Mixes                  | 10109451     | 23.70              | 11/29/2019 |
| Total 621575740244:  |                              |  |                                      |              | 168.07             |            |
| <b>621575740249</b>  |                              |  |                                      |              |                    |            |
| 621-575740-249       | LABORATORY                   | ALSCO  | ALSCO WWTP Cust # 012231 (split)     | IMIL1513048  | 94.35              | 12/04/2019 |
| 621-575740-249       | LABORATORY                   | NCL OF WISCONSIN, INC                              | Stirrer Paddles                      | 431828       | 140.43             | 11/25/2019 |
| Total 621575740249:  |                              |  |                                      |              | 234.78             |            |
| <b>621575740298</b>  |                              |  |                                      |              |                    |            |
| 621-575740-298       | CONTRACT SERVICE             | DIGICORP   | Forticlient License/Malwarebytes Sub | 330550       | 1,605.00           | 11/27/2019 |
| Total 621575740298:  |                              |  |                                      |              | 1,605.00           |            |
| <b>621575740310</b>  |                              |  |                                      |              |                    |            |
| 621-575740-310       | OFFICE SUPPLIES, POSTA       | GOOSEBERRIES                                       | gooseberries-DPW (split)             | 104482       | 4.25               | 11/05/2019 |
| 621-575740-310       | OFFICE SUPPLIES, POSTA       | MINUTEMAN PRESS OF BURLI                           | business cards-Donny Hefty           | 40946        | 59.00              | 12/09/2019 |
| Total 621575740310:  |                              |  |                                      |              | 63.25              |            |

| GL Account and Title                  | Vendor Name               | Description                          | Invoice Number | Invoice Date | Net Invoice Amount | Date Paid |
|---------------------------------------|---------------------------|--------------------------------------|----------------|--------------|--------------------|-----------|
| <b>621575740374</b>                   |                           |                                      |                |              |                    |           |
| 621-575740-374 SAFETY                 | AURORA HEALTH CARE        | Acct #600003828 Odea, Daniel         | 180700288      | 10/28/2019   | 120.00             |           |
| 621-575740-374 SAFETY                 | AURORA HEALTH CARE        | Acct #600003828 Hefty, Donald T      | 180735583      | 10/28/2019   | 120.00             |           |
| Total 621575740374:                   |                           |                                      |                |              | 240.00             |           |
| <b>622503460000</b>                   |                           |                                      |                |              |                    |           |
| 622-503460-000 METERS & LABOR         | MIDWEST METER INC         | Midwest Meter - Meters               | 0117034-IN     | 11/20/2019   | 12,851.00          |           |
| Total 622503460000:                   |                           |                                      |                |              | 12,851.00          |           |
| <b>622506230000</b>                   |                           |                                      |                |              |                    |           |
| 622-506230-000 SUPPLIES               | WATERFORD OIL COMPANY, IN | WATERFORD OIL DIESEL FUEL WATER      | 299948         | 12/04/2019   | 271.84             |           |
| Total 622506230000:                   |                           |                                      |                |              | 271.84             |           |
| <b>622506500000</b>                   |                           |                                      |                |              |                    |           |
| 622-506500-000 RESERVOIRS & SUPPLES   | WATERFORD OIL COMPANY, IN | WATERFORD OIL DIESEL FUEL WATER      | 299948         | 12/04/2019   | 135.93             |           |
| Total 622506500000:                   |                           |                                      |                |              | 135.93             |           |
| <b>622506510000</b>                   |                           |                                      |                |              |                    |           |
| 622-506510-000 MAINS, WATER BREAKS-SU | CHICO'S, LLC              | Parts for Trailers                   | 12981          | 11/26/2019   | 52.94              |           |
| Total 622506510000:                   |                           |                                      |                |              | 52.94              |           |
| <b>622509030000</b>                   |                           |                                      |                |              |                    |           |
| 622-509030-000 OFFICE SUPPLIES        | ALSCO                     | ALSCO DPW - Water Customer #025570   | IMIL1513046    | 12/04/2019   | 36.28              |           |
| Total 622509030000:                   |                           |                                      |                |              | 36.28              |           |
| <b>622509210000</b>                   |                           |                                      |                |              |                    |           |
| 622-509210-000 OFFICE SUPPLY          | GOOSEBERRIES              | gooseberries-DPW (split)             | 104482         | 11/05/2019   | 4.25               |           |
| Total 622509210000:                   |                           |                                      |                |              | 4.25               |           |
| <b>622509230000</b>                   |                           |                                      |                |              |                    |           |
| 622-509230-000 OUTSIDE SERVICES       | DIGICORP                  | Forticlient License/Malwarebytes Sub | 330550         | 11/27/2019   | 1,605.00           |           |
| Total 622509230000:                   |                           |                                      |                |              | 1,605.00           |           |
| <b>622509250000</b>                   |                           |                                      |                |              |                    |           |
| 622-509250-000 EDUCATION-SUPPLIES     | AURORA HEALTH CARE        | Acct #600003828 Hintz, Laird         | 180698447      | 10/25/2019   | 120.00             |           |
| Total 622509250000:                   |                           |                                      |                |              | 120.00             |           |
| <b>622509330000</b>                   |                           |                                      |                |              |                    |           |
| 622-509330-000 TRANSPORTATION-SUPPLI  | CHICO'S, LLC              | mower parts                          | 12981          | 11/26/2019   | 54.40              |           |
| 622-509330-000 TRANSPORTATION-SUPPLI  | VOYAGER FLEET SYSTEMS IN  | Voyager Acct. 869297630              | 869297630949   | 12/01/2019   | 476.60             |           |
| 622-509330-000 TRANSPORTATION-SUPPLI  | BUMPER TO BUMPER BURLING  | Oil/Oil Filter                       | 1-369232       | 12/02/2019   | 30.75              |           |
| 622-509330-000 TRANSPORTATION-SUPPLI  | BUMPER TO BUMPER BURLING  | Oil/Oil Filter                       | 1-369240       | 12/02/2019   | 65.00              |           |
| Total 622509330000:                   |                           |                                      |                |              | 626.75             |           |
| <b>622509350000</b>                   |                           |                                      |                |              |                    |           |
| 622-509350-000 GENERAL PLANT-SUPPLIE  | AMSOIL INC                | Amsoil - WATER Supplies              | 18736867 RI    | 11/18/2019   | 543.00             |           |
| 622-509350-000 GENERAL PLANT-SUPPLIE  | AMSOIL INC                | Amsoil - WATER Supplies              | 18742383 RI    | 11/20/2019   | 227.65             |           |

| GL Account and Title                  | Vendor Name               | Description                                 | Invoice Number | Invoice Date | Net Invoice Amount | Date Paid |
|---------------------------------------|---------------------------|---|----------------|--------------|--------------------|-----------|
| Total 622509350000:                   |                           |   |                |              | 770.65             |           |
| <b>623575740242</b>                   |                           |   |                |              |                    |           |
| 623-575740-242 REPAIR, MAINTENANCE EQ | BURLINGTON DEVELOPMENT    | Scraper-Plow Blade City Tractor             | 2019DECEMBER   | 12/01/2019   | 551.49             |           |
| Total 623575740242:                   |                           |   |                |              | 551.49             |           |
| <b>623575740244</b>                   |                           |   |                |              |                    |           |
| 623-575740-244 SNOW REMOVAL           | WANASEK CORPORATION       | Snow Removal-Airport                        | 10279          | 12/04/2019   | 1,325.69           |           |
| Total 623575740244:                   |                           |   |                |              | 1,325.69           |           |
| <b>623575740298</b>                   |                           |   |                |              |                    |           |
| 623-575740-298 CONTRACT SERVICES      | BURLINGTON DEVELOPMENT    | Time Warner Cable                           | 2019DECEMBER   | 12/01/2019   | 366.84             |           |
| 623-575740-298 CONTRACT SERVICES      | BURLINGTON DEVELOPMENT    | Pat's Sanitary Service                      | 2019DECEMBER   | 12/01/2019   | 35.97              |           |
| 623-575740-298 CONTRACT SERVICES      | BURLINGTON DEVELOPMENT    | Cleaning Services                           | 2019DECEMBER   | 12/01/2019   | 144.44             |           |
| 623-575740-298 CONTRACT SERVICES      | BURLINGTON DEVELOPMENT    | Pest Control                                | 2019DECEMBER   | 12/01/2019   | 55.00              |           |
| Total 623575740298:                   |                           |   |                |              | 602.25             |           |
| <b>623575740310</b>                   |                           |   |                |              |                    |           |
| 623-575740-310 OPERATING SUPPLIES     | CULLIGAN OF BURLINGTON    | 500-08374241-0 Burlington Municipal Airport | 2019DECAIR     | 11/30/2019   | 178.77             |           |
| 623-575740-310 OPERATING SUPPLIES     | BURLINGTON DEVELOPMENT    | Alsco-Entryway Mats                         | 2019DECEMBER   | 12/01/2019   | 34.89              |           |
| Total 623575740310:                   |                           |   |                |              | 213.66             |           |
| <b>802525211392</b>                   |                           |   |                |              |                    |           |
| 802-525211-392 MISC DONATIONS         | RUSTIC ROAD LANDSCAPING L | Martin Square Plaques & Signage             | 1370           | 11/07/2019   | 3,000.00           |           |
| Total 802525211392:                   |                           |   |                |              | 3,000.00           |           |
| Grand Totals:                         |                           |   |                |              | 149,379.84         |           |

Dated: \_\_\_\_\_

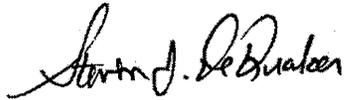
Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_

PrePays via Wire, Bonds or Auto Pay  
for Council Packet

| Date     | Paid To            | Amount       | Purpose                                     | Paid Via                 |
|----------|--------------------|--------------|---|--------------------------|
| 11/21/19 | City of Burlington | \$ 56,801.79 | Reimburse 2019 Street Program Engineering   | 2019A GO Bond            |
| 11/21/19 | City of Burlington | \$ 2,454.31  | Reimburse 2019 Street Program Engineering   | 2019B Water Revenue Bond |
| 11/20/19 | Wanasek Corp       | \$ 31,184.54 | Final Payout for Change Order 1 & Retainage | 2019A GO Bond            |
| 11/20/19 | Wanasek Corp       | \$ 7,661.11  | Final Payout for Change Order 1 & Retainage | 2019B Water Revenue Bond |
| 12/11/19 | AT&T               | \$ 95.03     | AT&T Uverse AutoPay                         | AutoPay                  |
|          | TOTAL              | \$ 98,196.78 |   |                          |

Signed:



Date: 11/21/2019



**DATE:** December 17, 2019

**SUBJECT: LICENSES** - To approve a Class "B" Fermented Malt Beverage License to The Runaway Micropub & Nanobrewery, LLC, located at 109 E. Chestnut Street, Burlington, WI 53105.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

**BACKGROUND/HISTORY:**

**Class "B" BEER License - The Runaway Micropub and Nanobrewery, LLC**

A Class "B" license is a license which authorizes retail sales of fermented malt beverages to be consumed either on the premises where sold or off the premises. The issuance of this license does not affect the number of "Class B" liquor licenses, as the City still holds one "Class B" Reserve Liquor License in the amount of \$12,500. The Class "B" license costs \$100 annually.

The Runaway Micropub & Nanobrewery, LLC, located at 109 E. Chestnut Street, Burlington, WI 53105, is a new business that plans to open in Spring of 2020. Notice of the application was published in the November 21, 2019 edition of the Standard Press.

**CLASS "B" FERMENTED MALT BEVERAGELICENSE**

|             |  |
|-------------|--|
| Name:       | The Runaway Micropub & Nanobrewery, LLC      |
| Trade Name: | The Runaway Micropub & Nanobrewery           |
| Address:    | 109 E. Chestnut Street, Burlington, WI 53105 |
| Agent:      | Bernard Petersen                             |
| Address:    | 124 Monica Court, Burlington, WI 53105       |

**BUDGET/FISCAL IMPACT:**

Applicants are charged an administrative fee of which a portion of the funds are applied towards background checks performed by the police department. Liquor license fees for businesses are calculated on a case by case basis depending on the type of license applied for.

**RECOMMENDATION:**

Staff recommends that Council approve the submitted application.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the December 17, 2019 Common Council meeting.

**Attachments**

The Runaway

mg 11-14-19

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2019 ending: 06/30/20  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of } BURLINGTON  
 Village of }  
 City of }

County of RACINE Aldermanic Dist. No. \_\_\_\_\_  
(if required by ordinance)

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

| Applicant's Wisconsin Seller's Permit Number<br>456103047902702 |                |
|---|----------------|
| FEIN Number<br>83-3322610                                       |                |
| TYPE OF LICENSE REQUESTED                                       | FEE            |
| <input type="checkbox"/> Class A beer                           | \$             |
| <input checked="" type="checkbox"/> Class B beer                | \$ <u>100-</u> |
| <input type="checkbox"/> Class C wine                           | \$             |
| <input type="checkbox"/> Class A liquor                         | \$             |
| <input type="checkbox"/> Class A liquor (cider only)            | \$ N/A         |
| <input type="checkbox"/> Class B liquor                         | \$             |
| <input type="checkbox"/> Reserve Class B liquor                 | \$             |
| <input type="checkbox"/> Class B (wine only) winery             | \$             |
| Publication fee   | \$ 20          |
| <b>TOTAL FEE</b>  | \$ <u>120-</u> |

df 11-13-19

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
The Runaway Micropub & Nanobrewery, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

|                                   |         |               |  |
|-----------------------------------|---------|---------------|--|
| President / Member Last Name      | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Petersen                          | Bernard | M             | 124 Monica Ct.   |
| Vice President / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Secretary / Member Last Name      | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Treasurer / Member Last Name      | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Agent Last Name                   | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Directors / Managers Last Name    | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |

1. Trade Name The Runaway Micropub & Nanobrewery Business Phone Number 262-903-8970  
2. Address of Premises 109 E. Chestnut St. Post Office & Zip Code Burlington 53105

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)  
109 E. Chestnut St. Storefront located in the downtown loop part of the historic preservation district. Single room taproom on main level. Small brewery and beer storage in basement along with small food prep area.

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? .....  Yes  No  
(b) If yes, under what name was license issued? \_\_\_\_\_

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** .....  Yes  No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? .....  Yes  No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** .....  Yes  No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 01/28/19 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** .....  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] .....  Yes  No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] .....  Yes  No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? .....  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

|  |                              |                                    |
|--|------------------------------|------------------------------------|
| Contact Person's Name (Last, First, M.I.)<br>Petersen, Bernard, M.                               | Title/Member<br>Sole Member  | Date<br>11/13/19                   |
| Signature<br> | Phone Number<br>262-903-8970 | Email Address<br>bernard@mpcpm.com |

**TO BE COMPLETED BY CLERK**

|  |                                  |                                 |                                   |
|--|----------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | Date reported to council / board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted                         | Date license issued              | License number issued           |                                   |

# Auxiliary Questionnaire Alcohol Beverage License Application

*Submit to municipal clerk.*

|  |             |                     |                |                      |  |
|--|-------------|---------------------|----------------|----------------------|--|
| Individual's Full Name <i>(please print)</i> <span style="float: right;"><i>(last name)</i></span> |             | <i>(first name)</i> |                | <i>(middle name)</i> |  |
| Petersen   |             | Bernard             |                | M                    |  |
| Home Address <i>(street/route)</i>   | Post Office | City                | State          | Zip Code             |  |
| 124 Monica Ct.   | Burlington  | Burlington          | WI             | 53105                |  |
| Home Phone Number  | Age         | Date of Birth       | Place of Birth |                      |  |
| 262-903-8970   | 45          | 01/09/1974          | Chicago        |                      |  |

The above named individual provides the following information as a person who is *(check one)*:

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Sole Member** of The Runaway Micropub & Nanobrewery LLC  
*(Officer / Director / Member / Manager / Agent)* *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 35 Years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? .....  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*  
1992 - Disorderly Conduct - Fine
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? .....  Yes  No  
If yes, describe status of charges pending. \_\_\_\_\_
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? .....  Yes  No  
If yes, identify. \_\_\_\_\_  
*(Name, Location and Type of License/Permit)*
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? .....  Yes  No  
If yes, identify. Same company as Brewpub 109 E Chestnut Burlington Racir  
*(Name of Wholesale Licensee or Permittee)* *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

| Employer's Name           | Employer's Address       | Employed From | To         |
|---------------------------|--------------------------|---------------|------------|
| MPC Property Management   | 120 E. Chestnut St.      | 01/01/2008    |            |
| Bacher Computer Solutions | PO Box 6155 Wauconda, IL | 01/01/1995    | 12/31/2007 |

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
*(Signature of Named Individual)*

# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  
 Village of BURLINGTON County of RACINE  
 City

The undersigned duly authorized officer/member/manager of The Runaway Micropub & Nanobrewery LLC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as The Runaway Micropub & Nanobrewery  
(Trade Name)

located at 109 E. Chestnut St. Burlington, WI 53105

appoints Bernard M. Petersen  
(Name of Appointed Agent)

124 Monica Ct. Burlington, WI 53105  
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

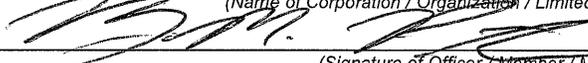
Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 35 years

Place of residence last year 124 Monica Ct. Burlington, WI 53105

For: The Runaway Micropub & Nanobrewery, LLC  
(Name of Corporation / Organization / Limited Liability Company)

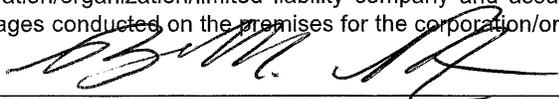
By:   
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

## ACCEPTANCE BY AGENT

I, Bernard M Petersen, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

  
(Signature of Agent)

11/13/19  
(Date)

Agent's age 45

124 Monica Ct. Burlington, WI 53105  
(Home Address of Agent)

Date of birth 01/09/1974

## APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

City of Burlington  
300 North Pine Street  
Burlington WI 53105

262-342-1161

Receipt No: 1.066492

Nov 13, 2019

THE RUNAWAY MICROPUB

|   |        |
|---|--------|
| Previous Balance:                             | .00    |
| LICENSES - BUSINESS LICENSES                  | 100.00 |
| 100-434310-000 BUSINESS, OCCUPATIONAL PERMITS |        |
| LICENSES - MISCELLANEOUS                      | 20.00  |
| 100-454518-000 PUBLICATION FEES               |        |
| <hr/>   |        |
| Total:  | 120.00 |
| <hr/>   |        |
| CHECK   | 120.00 |
| Check No: 5015                                |        |
| Payor: THE RUNAWAY MICROPUB                   |        |
| Total Applied:                                | 120.00 |
| <hr/>   |        |
| Change Tendered:                              | .00    |
| <hr/>   |        |

Duplicate Copy

11/13/2019 02:29PM

# WISCONSIN SELLER / SERVER CERTIFICATION

**Trainee Name:** Bernard Petersen

**School Name:** 360training.com, Inc.

**Date of Completion:** 11/13/2019

**Certification #:** WI-106181

I, 

Certify that the above named person  
successfully completed an approved  
Learn2Serve Seller/Server course.

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17, 134.66



Corporate Headquarters

6801 N Capital of Texas Hwy, Bldg 1,

Suite 250, Austin, TX 78731

P: 877.881.2235



WISCONSIN DEPARTMENT OF REVENUE  
PO BOX 8900  
MADISON, WI 53708-8900

**Contact Information:**

2135 RIMROCK RD PO BOX 8900  
MADISON, WI 53708-8900  
ph: 608-261-6435 fax: 608-261-7049  
email: excise@wisconsin.gov  
website: revenue.wi.gov

Letter ID L1422797280

BERNARD PETERSEN  
124 MONICA CT  
BURLINGTON WI 53105-2423

## Wisconsin Department of Revenue Alcohol Beverage Permit

**Legal/real name:** BERNARD PETERSEN  
**Business name:** THE RUNAWAY MICROPUB & NANO BREWERY LLC  
109 E CHESTNUT ST  
BURLINGTON WI 53105-1410

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized to engage in the business activities indicated for the following tax types at the location shown above.
- You may not transfer this permit.
- This permit must be displayed at the place of business where the sale of alcoholic beverages is permitted.
- To inactivate this permit, return it to the department with an end date.

| Tax Type                  | Account Type | Account Number    |
|---------------------------|--------------|-------------------|
| Excise Fermented Malt Bev | Brewpub      | 320-1024617563-03 |



WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
 MADISON, WI 53708-8902  
 ph: 608-266-2776 fax: 608-264-6884  
 email: DORBusinessTax@wisconsin.gov  
 website: revenue.wi.gov

BERNARD PETERSEN  
 THE RUNAWAY MICROPUB & NANOBREWERY  
 109 E CHESTNUT ST  
 BURLINGTON WI 53105-1410

Letter ID L1839266448



May 15, 2019

## Wisconsin Business Tax Registration

Thank you for registering with the Wisconsin Department of Revenue. We hope you enjoy a prosperous and rewarding future in your new business. In this letter, we provide you with information and services about your tax filing and payment responsibilities. Please keep this letter as a reference guide. We are here to serve you!

**Included in this packet**

- **Account information** - Your account information and details. See below.
- **Registration certificate** - Review the information on your certificate to make sure it's correct. See enclosed document.
- **Seller's permit** - This is required for every individual, partnership, corporation, or other organization making retail sales of taxable products and services in Wisconsin, unless all sales are exempt from sales or use tax. Your permit must be displayed at the place of business and is not valid at any other location. If your business is not operated from a fixed location, you must bring the personal wallet copy to all events. See enclosed document.
- **Form S-807** - You are required to file your returns electronically. See enclosed
- **Ownership changes** - A list of information needed if you plan to change ownership. See the "Did you make changes to your ownership" section for instructions.
- **Electronic filing requirement information** - This requirement takes effect within 90 days. See below.

**Account Information**

| Type of Tax Account | Tax Account Number | Beginning Effective Date | Filing Frequency | First Return Due |
|---------------------|--------------------|--------------------------|------------------|------------------|
| Sales & Use Tax     | 456-1030479027-02  | 10/1/2019                | Quarterly        | 1/31/2020        |

## Account Details

### Sales and Use Tax

- Quarterly filing basis - **Your tax return (Form ST-12) is due on the last day of the month following the quarter for which the return is being filed.**
- You need to file a quarterly tax return, even if you don't have any sales and use tax to report during the quarter. If you don't file, we will send you an estimate of the tax.
- For questions about sales and use tax, view Publication 201, "Wisconsin Sales and Use Tax Information" located at [www.revenue.wi.gov](http://www.revenue.wi.gov) or call 608-266-1961 to order it.
- You are required to electronically file your sales and use tax returns beginning 90 days after receiving this letter, per Wisconsin administrative rule section 11.01. If the due date for your first return, listed on the first page of this letter, falls within the 90 days, you still need to file and pay by the due date. You can file this first return and payment electronically or by using our online form located at [www.revenue.wi.gov/salesanduse/](http://www.revenue.wi.gov/salesanduse/) and select Form ST-12 - Sales and Use Tax Return.

### Electronic filing information

Many business tax returns and payments are required to be filed electronically. The requirement for each tax type is included in the "Account details" section above. Most business taxes are included in My Tax Account, the department's free online business tax system. It is available 24 hours a day, seven days a week and allows you to view your account information, file and amend returns, make payments and much more. You can register for My Tax Account at [tap.revenue.wi.gov](http://tap.revenue.wi.gov).

You may request a waiver if the e-filing requirement causes hardship for your business. Request a waiver in writing using the "Electronic Payment Waiver Request" (Form EFT-102) at [www.revenue.wi.gov/businesses](http://www.revenue.wi.gov/businesses) and select "Request an e-file waiver" under How Do I?

### Registration certificate

- Contains a list of all permits, licenses or certificates you registered for
- Confirms you are registered with the department for those tax types
- If you are authorized to sell alcoholic beverages, you must display this certificate at all times at the business location listed on your certificate
- This certificate is not transferable
- If you are operating from more than one business location, your registration certificate will list each business location on a second page attachment

### Did you make changes to your ownership?

If you change ownership of your business, your business name, your business address, or if you discontinue or sell your business, contact us:

#### Include the following information

- Account number(s) impacted by the change
- Business name(s)
- Legal/real name of your business
- Type of change being made
- Federal Employer Identification Number (FEIN)
- Effective date of the change

### Business tax forms and assistance

#### **During business hours:**

Call: (608) 266-2776

Email: [dorbusinessstax@revenue.wi.gov](mailto:dorbusinessstax@revenue.wi.gov)

#### **After business hours:**

Visit: [revenue.wi.gov](http://revenue.wi.gov)

Business tax forms, instructions, and publications are available for download on our website.



WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
 MADISON, WI 53708-8902  
 ph: 608-266-2776 fax: 608-264-6884  
 email: DORBusinessTax@wisconsin.gov  
 website: revenue.wi.gov

Letter ID L1570830992



BERNARD PETERSEN  
 THE RUNAWAY MICROPUB & NANOBREWERY  
 109 E CHESTNUT ST  
 BURLINGTON WI 53105-1410

### Wisconsin Business Tax Registration Certificate

**Expiration date:** May 31, 2021

**Legal/real name:** THE RUNAWAY MICROPUB & NANOBREWERY

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- This registration certificate is not a seller's permit, and should not be used as proof that you hold a seller's permit.
- You may not transfer this certificate to any other individual or business.

| Tax Type        | Account Type    | Number            |
|-----------------|-----------------|-------------------|
| Sales & Use Tax | Sales & Use Tax | 456-1030479027-02 |

The following is a list of the business locations that you have registered with the Department of Revenue.

456-1030479027-02  
THE RUNAWAY MICROPUB & NANOBREWERY  
109 E CHESTNUT ST  
BURLINGTON WI 53105-1410



WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

**Contact Information:**

2135 RIMROCK RD PO BOX 8902  
 MADISON, WI 53708-8902  
 ph: 608-266-2776 fax: 608-264-6884  
 email: DORBusinessTax@wisconsin.gov  
 website: revenue.wi.gov

Letter ID L0497089168

BERNARD PETERSEN  
 THE RUNAWAY MICROPUB & NANOBREWERY  
 109 E CHESTNUT ST  
 BURLINGTON WI 53105-1410

**Wisconsin Department of Revenue Seller's Permit**

**Legal/real name:** THE RUNAWAY MICROPUB & NANOBREWERY  
**Business name:** 109 E CHESTNUT ST  
 BURLINGTON WI 53105-1410

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

| <b>Tax Type</b> | <b>Account Type</b> | <b>Account Number</b> |
|-----------------|---------------------|-----------------------|
| Sales & Use Tax | Seller's Permit     | 456-1030479027-02     |



**State of Wisconsin • DEPARTMENT OF REVENUE**

Personal Wallet Copy

Seller's Permit: 456-1030479027-02

Legal/Real Name: THE RUNAWAY MICROPUB &  
NANOBREWERY

Signature \_\_\_\_\_

**We are here to serve you**

Wisconsin Department of Revenue  
PO Box 8902  
Madison, WI 53708-8902

Ph: 608-266-2776

Fax: 608-264-6884

Email: [dorbusinessstax@revenue.wi.gov](mailto:dorbusinessstax@revenue.wi.gov)

Web: [www.revenue.wi.gov](http://www.revenue.wi.gov)

Main office: 2135 Rimrock Rd., Madison



**DATE:** December 17, 2019

**SUBJECT:** LICENSES - To approve Operator's License Applications as submitted.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

---

**BACKGROUND/HISTORY:**

**Operator's License Applications** Operator's licenses (aka Bartender's License) shall be issued to individuals 18 years of age or over who do not have an arrest or conviction record subject to secs. 111.321, 111.322, and 111.335 and will be responsible for supervising activities and pouring of Class "A" beer, Class "B" beer, "Class B" intoxicating liquor, and "Class A" intoxicating liquor and "Class C" wine on premises during required hours in absence of the licensee or approved agent of licensed businesses.

The following individuals have submitted an Operator's License application and have been approved by the Burlington Police Department:

1. DeLuca, Jennifer (new)
2. Luna, Angelina (new)
3. Miller, Jennifer Marie (new)
4. Roberts, Ashley (new)
5. Weaver, Therese (new)

**BUDGET/FISCAL IMPACT:**

Applicants are charged an administrative fee of which a portion of the funds are applied towards background checks performed by the police department. Liquor license fees for businesses are calculated on a case by case basis depending on the type of license applied for (noted above).

**RECOMMENDATION:**

Staff recommends that Council approve the submitted applications.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the December 17, 2019 Common Council meeting.

---



**DATE:** December 17, 2019

**SUBJECT: SPECIAL EVENTS** - To approve the Special Event Permit Application from Burlington Rescue Squad to allow Horse Carriage Rides during their Final Toast Celebration on New Year's Eve at the Veteran's Terrace.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

---

**BACKGROUND/HISTORY:**

A Special Event Permit is required for any planned extraordinary occurrence on the public right-of-way or public premises, including but not limited to parades, processions, bicycle or foot races, and festivals. Prior to Council approval, applications must be approved by the Police Department, Fire Department, Department of Public Works, Building Inspection, and Health Department if food is being served.

The following application(s) have been submitted for approval of a Special Event Permit:

Organization: Burlington Rescue Squad  
Event: Final Toast to BRS  
Date: December 31, 2019  
Location: Veteran's Terrace  
Time: Horse carriage rides will be provided from 8 p.m. to 10 p.m.  
Expected Attendance: 125 people  
Notes: Route map is attached.

**BUDGET/FISCAL IMPACT:**

There is no fee to apply for a Special Event Permit, however, the applicant shall pay a fee based on a rate as set by the Common Council per man-hour for City services as determined in the application review and approval process. These costs will be assessed on an individual basis and billed directly to the applicant by the corresponding department.

**RECOMMENDATION:**

Staff recommends that Council approve the Special Event application as submitted.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the December 17, 2019 Common Council meeting.

---

**Attachments**

Horse Carriage Permit Application

---

# CITY OF BURLINGTON

## SPECIAL EVENT PERMIT APPLICATION

For Office Use Only

|                              |                        |
|------------------------------|------------------------|
| Date of Application: _____   | Permit Number: _____   |
| Sent for Staff Review: _____ | Council Meeting: _____ |

### SUMMARY OF EVENT

Event Title: FINAL TOAST TO BRS Date of Event: 12.31.19

Event Location: VETERAN'S TERRACE

Nature of Event:  Festival  Parade  Bike Race/Ride  Foot Race/Run  March/Processional  
 Rally  Circus  Demonstration  Other: CELEBRATION

**Site Plan Requirement:** All applicants are required to submit a detailed Site Plan/Map. Site plans/maps must include location, any street closures, barricades, race/parade routes, stages, alcohol sale location, tents, etc.

**Certificate of Insurance:** The City of Burlington must be listed as the Certificate Holder and as additionally insured. If alcohol is being served, Liquor Liability coverage must also be included.

*(Minimum Liability Limits, unless otherwise specified: General Liability: \$1,000,000 per Occurrence, \$2,000,000 Aggregate; Automobile: \$1,000,000 Combined Single limits; Umbrella Liability: \$1,000,000; Workers Compensation: State Minimum)*

**Description of Event:** Describe what you are planning so that reviewing officials can determine whether city services will be needed.

WE WILL BE HAVING CARRIAGE RIDES FROM  
~~BLACK TIE~~ CARRIAGE SERVICES.

Route map is attached. Carriage rides will be available from 8 p.m. to 10 p.m.

Anticipated Attendance (participants, staff, vendors, crowd, etc.): 125 PEOPLE TOTAL

Is this a multi-day event?  Yes  No If so, how many days? \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

### EVENT ORGANIZER INFORMATION

Applicant Name: TRAY EVERSON

Group Represented: BURLINGTON RESCUE SQUAD INC

Address: 165 W. WASHINGTON BURLINGTON WI 53105

Phone: 262.210.5951 Email: teverson@basd.k12.wi.us

Person In Charge of Event: TRAY EVERSON

On-Site Contact: TRAY EVERSON On-Site Phone: 262.210.5951 (c)

Billing Address: 165 W. Washington St. Burlington, WI 53105

**DETAILED EVENT INFORMATION** **\*\*Horse Carriage Rides are from 8:00 p.m. to 10:00 p.m.\*\***

Event Set Up Date: 12.31.19 Time: 5:00 PM

Start Time For Event: 6:30 PM a.m./p.m. End Time For Event: 12:15 a.m./p.m.

Alcohol Being Served\*?  Yes  No Licensed Agent: Veteran's Terrace (on file)  
*\*An application for a Temporary Class "B"/"Class B" Retailer's License must be submitted and approved to serve alcohol.*

Are Park Reservations Necessary?  Yes  No  
*\*Park reservations must be made via the Department of Public Works. Please call 262-342-1181 for more information.*

Barricades Needed\*?  Yes  No Amount Needed & Locations: \_\_\_\_\_  
*\*This may result in a fee*

Will A Temporary Structure or Tent Be On-Site?  Yes  No Does the Tent have Sidewalls?  Yes  No

Police Services Requested\*?  Yes  No

Hours & Dates Police Services Needed: \_\_\_\_\_  
*\*This may result in a fee*

EMS/Fire Services Requested\*?  Yes  No

Hours & Dates EMS/Fire Services Needed: \_\_\_\_\_  
*\*This may result in a fee*

Trash Receptacles Needed\*?  Yes  No Amount Needed & Locations \_\_\_\_\_  
*\*This may result in a fee*

Person(s) Responsible for Clean Up After the Event: \_\_\_\_\_

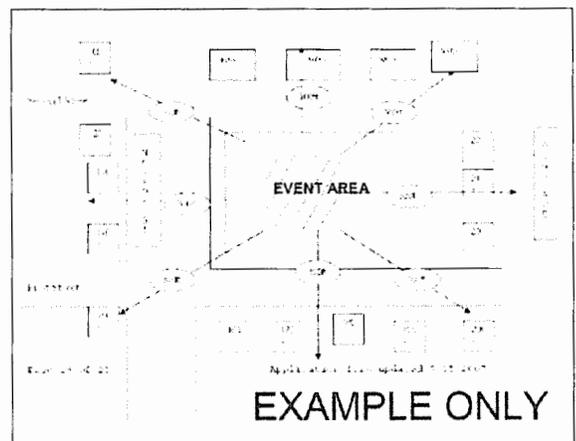
Picnic Tables Needed\*?  Yes  No Amount Needed & Locations \_\_\_\_\_  
*\*This may result in a fee*

Will Your Event Involve Live Performances, Loud Speakers or a DJ\*?  Yes  No  
*\*Per Section 219-2A(7) of the Municipal Code, loudspeaker or sound-amplifying devices shall not be used between the hours of 10 PM to 8 AM and privileges may be revoked if the volume becomes a nuisance.*

**IMPACTED NEIGHBOR NOTIFICATION**

The Event Organizer shall notify all residences and businesses within any street closure or lane restriction area of the upcoming event. Notification shall include the following information:

- Event name
- Dates and times of event
- A brief description of the event
- Any closure areas
- Where attendees will be parking



**AFFIDAVIT OF APPLICANT**

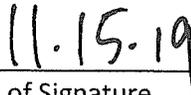
---

I, the undersigned applicant, or authorized agent thereof, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the City of Burlington to approve the Special Event and other permits herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the City of Burlington in the conduct of the Special Event described herein.

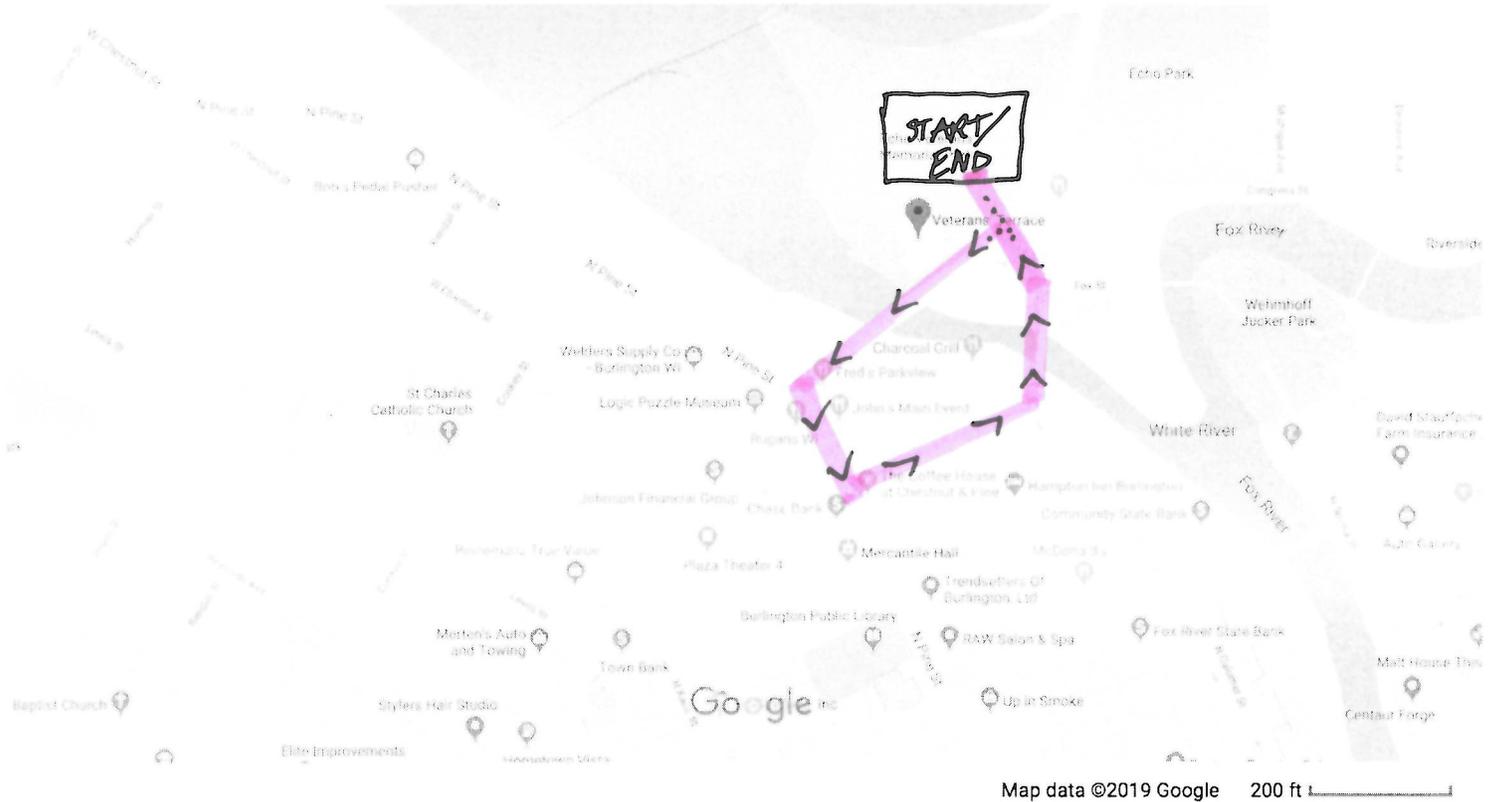
I/We, the undersigned, agree to abide by all City Ordinances and the rules and regulations which are made part of this permit application and hereby release, discharge, hold harmless and agree to defend the City of Burlington, its officers, agents, and employees from and against any and all loss that may arise out of or result from, in any way, in whole or in part, the scheduled event, the conduct or actions of any individual participating in or attending the scheduled event, the issuance of the Road Closing Permit or the closing of any road (whether or not a Permit has been issued) for the scheduled event.



\_\_\_\_\_  
Signature of Applicant



\_\_\_\_\_  
Date of Signature



*Route of  
Carrriage rides  
for BRS  
Final Toast  
Celebration*

### Veterans' Terrace

4.5 ★★★★★ (137)

Banquet hall



Directions



Save



Nearby



Send to your phone



Share



**DEC 1** Sun, Dec 1 · 1-3 PM

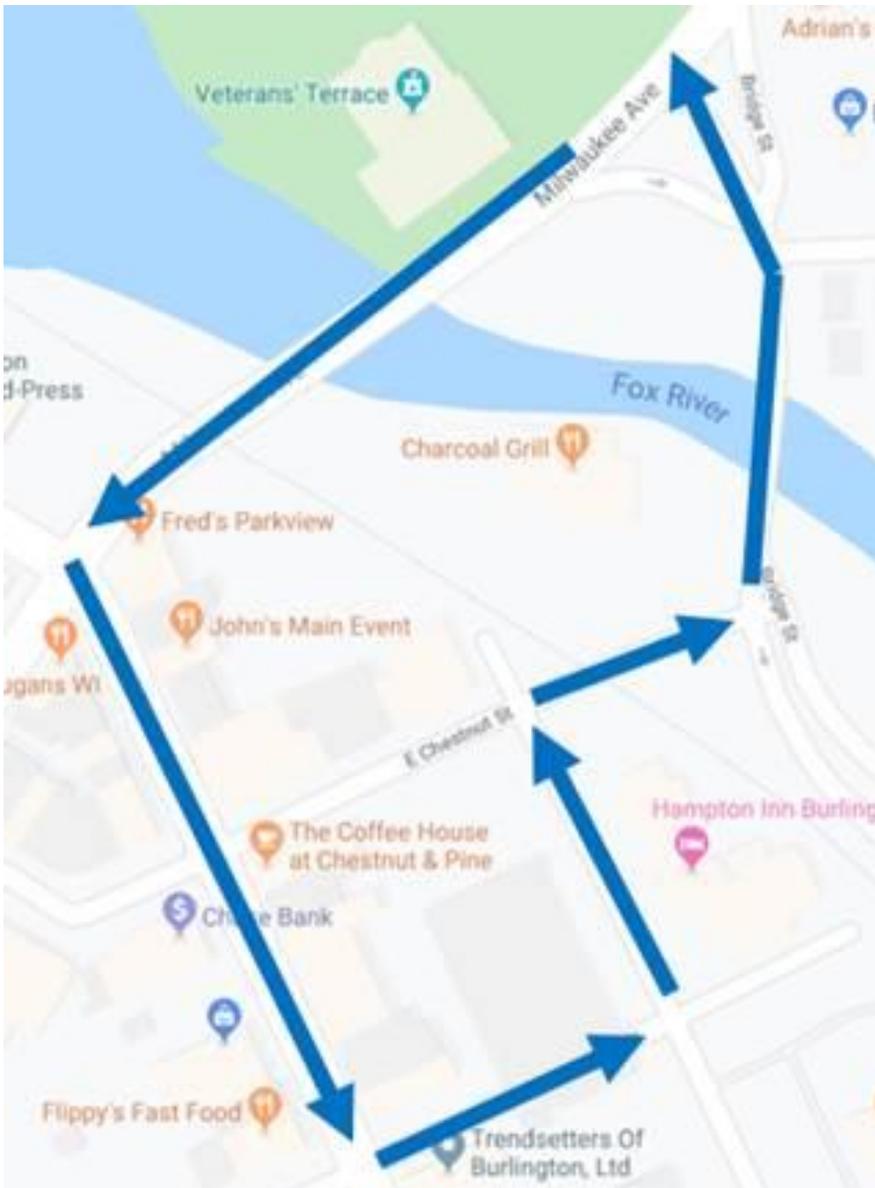
Historical Society Christmas Program

**From:** Anderson, Mark  
**Sent:** Monday, November 25, 2019 3:50 PM  
**To:** Jeannie Hefty <[jhefty@burlington-wi.gov](mailto:jhefty@burlington-wi.gov)>  
**Cc:** Carina Walters <[cwalters@burlington-wi.gov](mailto:cwalters@burlington-wi.gov)>  
**Subject:** FW: Horse and Carriage Rides

Mayor,

Based on our earlier conversation, I think that the following route may be the best one to propose for the Special Event:  
From Veterans Terrace:

- Right on Milwaukee
- Left on Pine
- Left on Washington
- Left on Dodge
- Right on Chestnut
- Left on Bridge to return to Veterans Terrace



**CITY OF BURLINGTON STAFF USE ONLY**

**POLICE DEPARTMENT REVIEW**

Approval Recommended:  YES  NO  
Police Hours Required: \_\_\_\_\_  
Estimated Fee for Police Service: \_\_\_\_\_  
Reviewed By: \_\_\_\_\_  
Date: \_\_\_\_\_

Comments and/or Stipulations for Event:

**PUBLIC WORKS DEPARTMENT REVIEW**

Approval Recommended:  YES  NO  
Hours Required: \_\_\_\_\_  
Estimated Fee for DPW Service: \_\_\_\_\_  
Reviewed By: \_\_\_\_\_  
Date: \_\_\_\_\_

Comments and/or Stipulations for Event:

**FIRE DEPARTMENT REVIEW**

Approval Recommended:  YES  NO  
Hours Required: \_\_\_\_\_  
Estimated Fee for BFD Service: \_\_\_\_\_  
Reviewed By: \_\_\_\_\_  
Date: \_\_\_\_\_

Comments and/or Stipulations for Event:

**BUILDING INSPECTION REVIEW**

Approval Recommended:  YES  NO  
Hours Required: \_\_\_\_\_  
Estimated Fee for Bldg. Insp. Service: \_\_\_\_\_  
Reviewed By: \_\_\_\_\_  
Date: \_\_\_\_\_

Comments and/or Stipulations for Event:

**HEALTH OFFICER REVIEW**

Approval Recommended:  YES  NO  
Hours Required: \_\_\_\_\_  
Estimated Fee for Health Service: \_\_\_\_\_  
Reviewed By: \_\_\_\_\_  
Date: \_\_\_\_\_

Comments and/or Stipulations for Event:

City Council Meeting Date: \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Notes: \_\_\_\_\_



**DATE:** December 17, 2019

**SUBJECT: APPOINTMENTS AND NOMINATIONS** - To approve the appointment of election inspectors for a two-year term beginning January 1, 2020.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

**BACKGROUND/HISTORY:**

According to State Statutes (7.30(4)) the Mayor, President or Board Chairperson of the municipality is required to nominate poll workers to the governing body no later than the last regular meeting in December of odd-numbered years. The governing body of the municipality appoints the poll workers for a two-year term prior to December 31. The next term begins January 1, 2020 and ends December 31, 2021.

To be a poll worker, a person must:

- Be a qualified elector of the county in which the municipality is located (i.e., an adult citizen of the United States who has resided in the election district for 10 consecutive days and is not otherwise disqualified to vote)
- Be able to speak, read, and write fluently in the English language
- Have strong clerical skills
- Be able to solve problems
- Be an effective communicator
- NOT be a candidate for any office to be voted on at the polling place at that election

The Common Council approved the initial list of sixty-seven (67) Election Inspector Appointments at the November 19, 2019 Common Council meeting. Following are additional names that also wish to be included for the next two-year term:

1. Brenda Belot (renewal)
2. Tim Bird (renewal)
3. Jane Greening (renewal)
4. Mary Haynes (renewal)
5. Karla Herrmann (renewal)
6. Barbara Lehn (renewal)
7. Sandi McCann (new)
8. Suzanne Nickolai (renewal)
9. Diana Nienhaus (renewal)
10. Elizabeth Peterson (renewal)
11. Diane Prailes (renewal)
12. Shirley Rasmusson (renewal)

**BUDGET/FISCAL IMPACT:**

There are four scheduled elections in 2020 and two scheduled elections in 2021. Poll workers wages have been budgeted for in the 2020 Budget and will also be provided for in the 2021 Budget.

**RECOMMENDATION:**

Staff recommends that Council approves these appointments.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the December 17, 2019 Common Council meeting.





**DATE:** December 17, 2019

**SUBJECT:** **RESOLUTION 4975(28)** - To approve an Agreement with Life Line Billing Systems as a Third Party Provider for City of Burlington Ambulance Billing Services.

**SUBMITTED BY:** Steven DeQuaker, Finance Director

---

**BACKGROUND/HISTORY:**

The City of Burlington Fire Department will be providing Ambulance services to the City of Burlington effective January 1, 2020. The City of Burlington provides this service on a Fee Per Use basis. The fees related to Ambulance services will be published and approved annually in the City of Burlington Rate Schedule.

In an effort to determine the feasibility of billing the users of Ambulance services, the City of Burlington Fire Department researched billing service companies. Life Line Billing Systems, LLC provides this service to the Town of Raymond, of which the Fire Chief is familiar. Accordingly, Life Line Billing Systems, LLC is well known for providing this type of service. The City of Burlington Fire Department and Finance Department staff recognize the detailed nature of such billings to Ambulance service users concerning; Personal Insurance Carrier, Medicare, and/or Medicaid providers.

Life Line Billing Systems, LLC provides this service on a fee per collected amount charge of 6% and for delinquent collected amounts of 24%. Most debt collection agencies are not skilled in dealing with Medicare/Medicaid billing. They also can charge up to 60% of the collected amount as a servicing fee. All accounts placed to collections would be approved by the City prior to collection activities.

Life Line Billing Systems, LLC analyzed the appropriate costs per call as well as determined base fees to be charged. They also helped in examining the original proposed budget.

**BUDGET/FISCAL IMPACT:**

Charges for this service are at 6% for normal collection and 24% for delinquent collections. Additionally, the 2020 EMS budget is proposing a 65% collection return, which is very conservative. Fees for collections have been included in the 2020 EMS Budget.

**RECOMMENDATION:**

Staff recommends approval of the agreement with Life Line Billing Systems, LLC.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the December 3, 2019 Committee of the Whole meeting, and is scheduled for final consideration at the December 17, 2019 Common Council meeting.

---

**Attachments**

- Res 4975(28) Life Line Billing Services Agreement
  - Master Agreement
  - Account Servicing Agreement
  - Account Collections Agreement
-

**A RESOLUTION APPROVING AN AGREEMENT WITH  
LIFE LINE BILLING SYSTEMS LLC AS A THIRD PARTY PROVIDER  
FOR CITY OF BURLINGTON AMBULANCE BILLING SERVICES**

**WHEREAS**, the City of Burlington Fire Department will be providing Ambulance services to the City of Burlington effective January 1, 2020; and,

**WHEREAS**, the City of Burlington provides Ambulance services on a Fee Per Use basis; and,

**WHEREAS**, the fees related to Ambulance services have been duly published in the City of Burlington Rate Schedule; and,

**WHEREAS**, in an effort to determine the feasibility of billing users of Ambulance services, the City of Burlington Fire Department has researched billing service companies who provide this type of service; and,

**WHEREAS**, the City of Burlington Fire Department and Finance Department staff recognize the detailed nature of such billings to Ambulance service users personal Insurance Carrier and/or Medicare and/or Medicaid providers; and,

**WHEREAS**, Life Line Billing Systems, LLC provides such services on a fee basis for this billing service, and has been thoroughly reviewed and reference checked by the Fire Chief and Finance Director for the City of Burlington;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin that the City of Burlington shall enter into an agreement with Life Line Billing Services, LLC to provide billing services to Ambulance Service users, attached hereto as Attachment "A".

**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and directed to execute this agreement on behalf of the City.

Introduced: December 3, 2019  
Adopted:

---

Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk

**LIFE LINE BILLING SYSTEMS, LLC  
MASTER SERVICES AGREEMENT**

This MASTER SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of January, 2020 (the “Effective Date”) by and between City of Burlington (herein referred to as “Client”), an entity duly organized and existing under the laws of the State of Wisconsin with principal offices located at Burlington City Hall, 300 North Pine Street, Burlington, Wisconsin 53105 and Life Line Billing Systems, LLC, d/b/a LifeQuest Services, a limited liability company duly organized and existing under the laws of the State of Delaware, whose notice address is N2930 State Road 22, Wautoma, Wisconsin 54982 (hereinafter referred to as “Agency”). Client and Agency are referred to herein individually as “Party” and, collectively, as the “Parties”.

**RECITALS**

**WHEREAS**, Client is engaged in the business of providing various services to customers resulting in account balances owed and desires to receive Services from Agency;

**WHEREAS**, Agency is engaged in the business of providing various accounts receivable management services and systems and is willing to provide services to Client in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, it is the intention of the Parties to establish this Agreement to govern the respective rights, duties and obligations of the Parties with respect to the services and matters related thereto.

**NOW, THEREFORE**, in consideration of the above promises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

**1. DEFINITIONS.**

- 1.1. “Account(s)” or “Customer Account(s)” generally refers to Client accounts for the servicing or collection of an outstanding balance due, as may be further defined by an applicable Statement of Work or Exhibit.
- 1.2. “Account Information” is all information related to an Account including, but not limited to, personally identifiable information, balance and service information.
- 1.3. “Agreement” is this Master Services Agreement, including all Statements of Work, Exhibits, and any other documents that are incorporated herein by reference, as may be amended by the Parties per the terms of this Agreement.
- 1.4. “Client Data” is all Client information that Client provides to Agency or that otherwise comes into Agency’s possession pursuant to this Agreement, including Account or Consumer Information.
- 1.5. “Client Systems” is any computers, equipment, systems, or applications owned or licensed by Client or a Client Third Party Client that may be used or accessed by Agency in connection with the Services.

- 1.6. “Consumer Information” means customer information as defined in 16 C.F.R. § 314.2(b) as well as any information that identifies a customer or consumer (as such terms are defined by the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801 et seq.), as amended from time to time) and information from which a customer’s or consumer’s identity can be ascertained, either from the information itself or by combining the information with information from other sources, including any information provided by Client to Agency, or that Agency shares with Client, that relates to an individual.
- 1.7. “Customer” means a person who is a customer of Client who purchases good or services from Client resulting in an Account.
- 1.8. “Services” means all services performed by Agency for Client as set forth in a Statement of Work, or other Exhibit.
- 1.9. “Statement(s) of Work” or “SOW” mean the description of the Services provided under the Agreement as mutually agreed upon by the Parties.

## 2. SERVICES.

- 2.1. **Statement of Work.** During the Term (as defined below) of this Agreement, Client shall place Accounts with Agency for Agency to provide specific Services as described in the SOW(s) attached hereto and incorporated by reference. Should an SOW not be agreed upon by the Parties, this Agreement shall be terminated effective immediately with no recourse, consequence, or penalty to either Party.
- 2.2. **Reporting.** Agency shall supply appropriate reporting and information to Client regarding Agency’s provision of the Services as further described in an SOW or other Exhibit.
- 2.3. **Receipt of Payment.** Any collections received by Agency for a Customer Account shall be deposited immediately by Agency to a separate account maintained in a federally insured financial institution on behalf of Client.
- 2.4. **Cessation of Activity.** Client has the right to request Agency cease the servicing of any individual Account(s) upon Agency’s receipt of written Notice from Client.
- 2.5. **Legal Action.** Agency will not initiate legal action on any Account without the prior express written authorization by Client. Should Client desire Agency to initiate legal action on accounts, such terms shall be prepared under a separate SOW.
- 2.6. **Exclusivity.** Client hereby acknowledges that Agency is the exclusive provider of the Services specified herein, or otherwise referenced in an SOW or Exhibit, to Service Provider.
- 2.7. **Property.** Depending on the Services provided, Agency may provide Client with computers, equipment, and accessories (“Hardware”). If Agency provides Hardware to Client, Client agrees to:

- 2.7.1. Use the Hardware for purposes only related to the Services;
- 2.7.2. Not share the Hardware with any other person;
- 2.7.3. Maintain the Hardware in good working order, including making necessary software updates, and is responsible for any maintenance of such hardware;
- 2.7.4. Return any Hardware upon immediate request by Agency, or within ten (10) business days after termination of an SOW or this Agreement.

### 3. TERMS OF PAYMENT.

- 3.1. **Fees.** In consideration of Agency providing the Services, Client shall pay to Agency fees (“Fees”) to be determined as set forth in the SOW Account Servicing and SOW Account Collections.
- 3.2. **Invoice.** Agency shall provide Client with a monthly invoice setting forth the Fees and amounts due Agency for the Services. Client will pay any undisputed Fees within thirty (30) days following its receipt of the invoice. If requested by Client, Agency invoices will contain such additional detail as the Parties shall mutually agree, which additional detail shall be identified in the SOW or other Exhibit.
- 3.3. **Dispute.** Client shall set forth in writing any amount(s) disputed in good faith and the basis or reason for the dispute, which shall be reasonably detailed (“Dispute Notice”). The Dispute Notice must be received by Agency on or prior to the payment due date of the invoice disputed. Upon receipt of the Dispute Notice, both Parties shall make reasonable, diligent, good faith efforts to resolve the dispute as soon as possible.
- 3.4. **Payment.** Any amounts not disputed in the manner required in this Section, or which have been resolved to be paid pursuant to this Section, if not paid within five (5) days of the date due or the date of resolution as applicable) (a “Payment Default”), shall bear interest until paid at the rate of twelve percent (12%) per annum or the highest rate allowed by applicable law (and payments received from Client shall, unless the interest Fees are waived in writing by Agency, be applied first to accrued and unpaid interest, and then to reduce the amount owed). In addition, in the event of a Payment Default, Agency may, in addition to all of its other rights and remedies hereunder, at law or in equity, terminate this Agreement upon five (5) days written Notice to Client, unless Client pays to Agency in cleared funds within such five-day period all amounts then due or owing to Agency.
- 3.5. **Lien.** Client provides Agency a lien on any checking, savings, or other bank account used by Agency to facilitate receipt of payment for any customer account to be transmitted to Client until Fees are received by Agency.
- 3.6. **Electronic Funds Transfer.** When a check is used by Client for Agency’s payment, Client authorizes Agency to either use information from any check received by Agency to make a one-time EFT from the applicable account or to process the payment as a check transaction. When Agency uses an EFT, funds may be withdrawn from the applicable account as soon as the same day Agency receives payment and Client will not receive a cancelled check back from its financial institution.

**3.7. Reasonable Costs.** Client shall compensate Agency for all reasonable costs incurred by Agency which are required in special instances to properly provide its Services. Any such costs that have a cumulative amount of over Five Hundred Dollars (\$500.00) shall require the prior written approval of the City Administrator.

**3.8. Enforcement.** In any litigation between the parties pertaining to, and/or arising, under this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable actual attorney's fees.

#### **4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

**4.1. Client Representations and Warranties.** As an inducement to Agency to enter into this Agreement, Client represents and warrants, to the best of the notice or knowledge of the City Administrator, to Agency and agrees to the following:

**4.1.1.** Client has the power and authority to place Accounts with Agency for Agency to provide Services.

**4.1.2.** Any amounts, fees, interest, or charges owing on the Accounts are authorized by law or the underlying agreement creating the amount due.

**4.1.3.** Client shall provide Agency with accurate and timely Consumer and Account Information necessary to provide Services on Client's behalf, including, but not limited to, accurate balance information.

**4.1.4.** Client maintains in its possession all documentation sufficient to prove the accuracy of the information on any Account placed with Agency.

**4.1.5.** Accounts placed with Agency: (a) have not been discharged in bankruptcy or included in a presently pending bankruptcy; (b) have not been disputed, settled, or paid-in-full; (c) are not being represented or managed by a consumer attorney; and (d) have not been the subject of any previous litigation.

**4.1.6.** Client shall promptly notify Agency of any and all notices received by Client or Client representatives from a Customer with respect to an Account, or regarding Agency's Services regarding any Account.

**4.1.7.** Client shall promptly notify Agency of Client's actual knowledge of any of the following events: (i) any customer of an Account files bankruptcy, is represented by an attorney or has submitted a dispute(s) regarding any Account placed with Agency, or is the subject of a complaint or a cease and desist notification by a debtor during the time in which Agency is providing Services; or (ii) Client receives any direct or indirect payment on an Account or a returned check on any such payment during the time in which Agency is providing Services to Client.

**4.1.8.** Client owns or otherwise enjoys all licenses or other rights in its Systems necessary to provide any required interface with Agency's Systems.

**4.1.9.** Client shall maintain Client Systems, and Hardware if provided by Agency, and its infrastructure at all times in good working order and repair consistent with industry IT standards and the requirements of this Agreement.

**4.1.10.** Other than as expressly set forth in this Agreement, Client makes no representations or warranties, express or implied, concerning the Accounts.

**4.2. Agency Representations and Warranties.** As an inducement to Client to enter into this Agreement, Agency represents and warrants to Client and agrees to the following:

**4.2.1.** Agency shall perform Services in a competent and business-like manner, and shall maintain its systems and employ personnel in compliance in all material respects with all federal, state and local laws, rules and regulations (collectively, "Laws") applicable to Agency and Client and in accordance with this Agreement and SOW, respectively.

**4.2.2.** Agency shall obtain and maintain all necessary licenses or registrations to perform the Services under this Agreement.

**4.2.3.** Agency owns or otherwise enjoys all licenses or other rights in the systems necessary to provide the interface with Client Systems and to perform the Services;

**4.2.4.** Agency shall maintain its systems and infrastructure at all times in good working order and repair consistent with IT standards and the requirements of this Agreement.

**4.2.5.** Other than as expressly set forth in this Agreement, Agency makes no representations or warranties, express or implied, concerning the Services.

**5. INDEPENDENT CONTRACTOR STATUS.** Agency, including any and all Agency personnel, will perform the Services under the terms of this Agreement as an independent contractor. Agency and its agents shall not be, or represent themselves to be, officers, employees, agents or representatives of Client and will not bind, or attempt to bind, Client to any agreement, liability or obligation of any nature. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partners, joint venturers, fiduciaries or any association for profit between and among the Parties or any of their respective affiliates. Nothing in this Agreement shall be construed as prohibiting or restricting Agency from providing services similar to the Services to other clients of Agency, provided that Agency does not violate any of its obligations under this Agreement including Agency confidentiality obligations thereunder.

## **6. COMPLIANCE WITH LAW.**

**6.1. Generally.** Agency shall comply with all federal, state and local statutes, ordinances, regulations, or guidance in its performance of any Services performed pursuant to this Agreement.

**6.2. Protection of Data.** Agency will maintain safeguards and take technical, physical and organizational precautions to protect Client Data against loss, destruction, alteration, unauthorized access by or disclosure to third parties while in the possession or under the control of Agency.

**6.3. PCI Compliance.** Agency will all times protect cardholder data, for Accounts serviced for Client, in its possession or in its systems as required by Payment Card Industry Data Security Standards (PCI DSS).

**6.4. HIPAA Compliance.** Agency shall, in accordance with all applicable Laws, including, without limitation, the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder from time to time (collectively, the "HIPAA Rules"), maintain and safeguard the confidentiality of all patient information received or generated in connection with the services provided under this Agreement. Additionally, as required under the business associate provisions of the HIPAA Rules, Agency agrees to be bound by the language set forth in the separate Business Associate Agreement (a copy of which is attached as [Exhibit A]), which Business Associate Agreement is incorporated by reference into this Agreement. Agency agrees to take such action as is necessary to amend this Agreement and the Business Associate Agreement from time to time as may be necessary to comply with the requirements of the HIPAA Rules.

## **7. TERM AND TERMINATION.**

**7.1. Term.** This Agreement shall commence on the Effective Date set forth above for a period of 36 months or 3 years (the "Initial Term"). Upon expiration of the Initial Term and unless otherwise terminated, this Agreement can be extended and consecutively renewed for 36 months or 3 years (each subsequent period shall be generally referred to herein as "Subsequent Term(s)"). The Initial Term and Subsequent Term(s) shall be jointly referred to as "Term".

**7.2. Termination for Cause.** If, during the Term, either Party is in breach of this Agreement, the non-breaching Party may give written Notice of such breach to the breaching Party and the breaching Party shall have an opportunity to cure the breach within thirty (30) days of such Notice. If such breach is not cured within such thirty (30) day period, the non-breaching Party may immediately terminate this Agreement by subsequent written Notice to the Party in breach.

**7.3. Termination for Convenience.** Notwithstanding any provision to the contrary, this Agreement, whether in its entirety or in part with respect to one or more Statements of Work, may be terminated without cause by either Party upon at least ninety (90) day's written Notice to the other Party.

**7.4. Termination for Insolvency/Discontinuance of Business.** This Agreement may be terminated immediately by a Party upon written Notice to the other Party: (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceeding for the settlement of the other Party's debts; (ii) upon the other Party making an assignment for the benefit of creditors; or (iii) upon the other Party's dissolution or ceasing to do business.

**7.5. Records Disclosure after Termination.** Unless otherwise required by law or this Agreement, after termination of this Agreement Agency is not responsible to furnish Client with Account or Consumer Information.

**7.6. Payment upon Termination.** With respect to any termination of the Services (regardless of the reason), Client shall pay Agency any accrued but unpaid Fees and amounts due for Services performed through the effective date of termination in accordance with the invoices issued or to be issued by Agency therefor. Client shall also pay Agency any accrued and/or unpaid Fees for amounts due for any Customer payment received by Client due to Services performed by Agency up to one-hundred twenty (120) days after the date of termination.

## **8. CONFIDENTIAL INFORMATION.**

**8.1. Generally.** In connection with the performance of the Services (including all periods prior hereto during which proposals to perform the Services were being made and the Services were being evaluated), each of the Parties has or may have disclosed, or will or may disclose to the other Party certain confidential and/or proprietary information and materials, including, but not limited to, trade secrets, products or services, customers, business and marketing strategies, software programs, methods, inventions, processes and techniques, and/or other information identified by the Disclosing Party as confidential and proprietary (collectively, "Confidential Information"). With respect to Client, Confidential Information also expressly includes, but is not limited to, all Account Information and Consumer Information (as defined herein).

**8.2. Permitted Uses.** For purposes of this Section, a Party who has disclosed or discloses its Confidential Information is referred to as the "Disclosing Party" and the Party to whom such Confidential Information is disclosed is referred to as the "Receiving Party". Except as set forth below, the Receiving Party shall not disclose to any person or entity any Confidential Information of the Disclosing Party that is disclosed to, or is otherwise obtained by or becomes known to the Receiving Party. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than to perform its obligations or enforce its rights under this Agreement ("Permitted Uses").

**8.3. Limited Use and Disclosure.** The Receiving Party may use the Confidential Information of the Disclosing Party only to perform its obligations or enforce its rights under this Agreement. The Receiving Party may disclose the Confidential Information of the Disclosing Party only to those employees, agents, attorneys and advisors of the Receiving Party who need to know such Confidential Information in order for the Receiving Party to make use effectively of it for the Services and rights and obligations arising under this Agreement. All such employees or other persons receiving such information shall first inform other persons who need to know such information of the aforementioned confidentiality obligations and shall obtain each person's consent to maintain the confidential nature of said information before disclosure. The Receiving Party shall be responsible for any unauthorized disclosure or use of the Disclosing Party's Confidential Information by such employees, agents, attorneys, advisors, or others.

**8.4. Care and Notice.** The Receiving Party shall protect and maintain the confidentiality of the Confidential Information of the Disclosing Party using at least the same level of care (but no less than reasonable care) that the Receiving Party uses to protect and maintain the confidentiality of its own Confidential Information. Each Party agrees to give the other immediate written Notice of any unauthorized access to or disclosure of Confidential Information.

**8.5. Request for Disclosure.** During the Term, in the event that the Receiving Party receives a request to disclose all or any part of the Confidential Information under an order or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body, the Receiving Party shall immediately notify the other Party of the existence, terms and circumstances surrounding such request and if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain from such court, agency or body an order, stipulation or other reliable assurance acceptable to the Disclosing Party that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed. The Disclosing Party shall indemnify and keep indemnified the Receiving Party in full on demand from and against any and all legal fees, costs and expenses incurred in the Receiving Party's effort to comply with this provision.

**8.6. Permitted Use and Disclosure.** Notwithstanding the foregoing provisions, the obligations of the Receiving Party herein shall not apply to information and materials that:

**8.6.1.** As of the Effective Date of this Agreement, is in or at any time thereafter comes into, the public domain or is otherwise generally known at the time obtained by the Receiving Party or the time of disclosure, other than through a breach of this Agreement by the Receiving Party;

**8.6.2.** Can be shown by the Receiving Party to have been known to the Receiving Party prior to it being disclosed to it by the Disclosing Party;

**8.6.3.** Subsequently comes into the possession of either Party from a third party which had a lawful right to disclose such information without restriction or which is independently developed by such third party;

**8.6.4.** Is disclosed, pursuant to legal or regulatory requirements including, but not limited to, information and materials provided to medical personnel, and/or information and materials required to be disclosed under the Wisconsin Open Records Laws; or

**8.6.5.** The Receiving Party has written authority from the other Party to disclose it.

**8.7. Return or Destruction.** Except as otherwise required by law, at the request of the Disclosing Party during or upon termination of this Agreement, each Receiving Party shall, as promptly as practicable, deliver to the Disclosing Party all Confidential Information of the Disclosing Party then in the Receiving Party's possession or under the Receiving Party's control or, in lieu thereof, the Receiving Party may destroy all of the Receiving Party's copies of such Confidential Information and certify to the Disclosing Party in writing that such destruction has been accomplished; provided, however, in all events, the Receiving Party may retain one copy of such Confidential Information solely for archival purposes and which may be used only to demonstrate what was received from the Disclosing Party (or developed or maintained for the Disclosing Party) in connection with any dispute regarding the same which may arise.

**8.8. Injunctive Relief.** In the event of a breach or threatened breach by the Receiving Party of its obligations under this Agreement, in addition to any other rights or remedies under the law, the Disclosing Party shall be entitled to seek injunctive relief (without being required to post bond or other security) to prevent or restrain, or limit the effects of, as applicable or appropriate, such breach or threatened breach.

## **9. INTELLECTUAL PROPERTY RIGHTS.**

**9.1. Definition.** For purposes of this Agreement, “Intellectual Property” shall mean all software or other intellectual property (including any writings, discoveries, inventions or other materials of a Party covered by any rights of copyright, trademark or patent or any rights similar thereto, whether registered or unregistered, or otherwise protectable as trade secret, proprietary or confidential information) owned or developed by, or otherwise proprietary to a Party. Intellectual Property shall also include all computer programs, (including any source code, object code, enhancements and modifications, all files, including input and output materials, all documentation related to such computer programs and files), all media upon which any such computer programs, files and documentation are located and all related material that are used by, developed for, or paid for by a Party for use in connection with the Services hereunder or otherwise in its business, as well as all reports, technology, training materials, forms, specifications, and other intellectual property owned or developed by or proprietary to the Party, for use in connection with the Services hereunder or otherwise in its business.

**9.2. Rights in Intellectual Property.** All Intellectual Property of a Party is and will remain the property and confidential information of that Party or its third-party licensors, and the other Party shall have no right, title or interest therein except to the extent of such limited right to use such particular portions thereof as are necessary to enable the Parties to perform their respective obligations hereunder or except as may otherwise be provided in any separate license agreements. No use of Intellectual Property at or in connection with any Services or Systems shall confer any rights in such Intellectual Property to the other Party.

## **10. LIMITATION OF LIABILITY.**

**10.1.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, CONTINGENT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.2.** NOTWITHSTANDING THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10.1 ABOVE, SUCH LIMITATIONS SHALL NOT APPLY TO EITHER PARTY’S: (I) INDEMNIFICATION OBLIGATIONS; (II) BREACH OF ITS CONFIDENTIALITY, DATA SECURITY OR PRIVACY OBLIGATIONS; (III) WILLFUL MISCONDUCT, RECKLESSNESS AND/OR NEGLIGENCE AND/OR (IV) FRAUD OR VIOLATION OF LAW.

## **11. INDEMNIFICATION.**

**11.1. Indemnification by Client.** Client shall indemnify, defend (with counsel acceptable to Agency) and hold harmless Agency (including its respective officers, directors, employees, agents, successors and assigns) from and against any and all losses, damages, claims, suits, actions, and costs of any kind, including reasonable costs of investigation or defense (including attorneys’ fees), that arise or are alleged to have arisen out of, or in connection with to the best of the notice or knowledge of the City Administrator: (a) any claim of a Customer for breach of the

Customer's Account agreement with Client; (b) any Customer or third party claim arising out of or in connection with Client's breach of its obligations under this Agreement; (c) omissions of material fact by Client, including but not limited to: (i) the failure of Client to fully, completely, accurately and adequately report information for purposes of Agency performing Services; or (ii) the failure to notify Agency of Customer who are protected under the bankruptcy laws at the time of submission, or within twenty-four (24) hours of receiving notice in cases where Client is notified of bankruptcy after submission; (d) the inaccuracy of any Account information provided by Client to Agency; or (e) any specific disclosure, statement, or other obligation required by Client for Agency to satisfy when performing Services under this Agreement. It is understood and agreed that this acknowledgment is given as a full release of liability to the Agency.

**11.2. Indemnification by Agency.** Agency agrees to indemnify, defend and hold harmless Client (including its respective officers, directors, employees, agents, successors and assigns) from and against any and all losses, damages, claims, suits, actions, and costs of any kind, including reasonable costs of investigation or defense (including attorneys' fees), that arise or are alleged to have arisen out of, or in connection with: (a) the negligence or misconduct of Agency or its personnel arising from the performance or nonperformance of Services; or (b) Agency's breach of its obligations under this Agreement. It is understood and agreed that this acknowledgment is given as a full release of liability to the Client.

## **12. INSURANCE.**

**12.1. Requirements.** For and during the Term of this Agreement, Agency will secure and maintain at its own expense insurance of the type and in the amounts set forth below:

**12.1.1.** Commercial general liability insurance coverage of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) in the aggregate.

**12.1.2.** Professional errors and omissions liability insurance of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) in the aggregate.

**12.1.3.** Umbrella liability insurance with respect to workers' compensation and commercial general liability in an amount not less than \$5,000,000 combined single limit.

**12.2. Subcontractors.** Unless agreed otherwise in writing by Client, Agency shall require any subcontractor providing services under this Agreement to carry insurance in form and amounts consistent with the foregoing policies required in this section. Agency shall obtain certificates of insurance evidencing such coverage prior to the commencement of services or by the subcontractor.

**13. FORCE MAJEURE.** If all or any part of either Party's performance of its obligations under this Agreement is prevented, hindered or delayed or otherwise made impracticable by reason of fires, explosions, lightning, windstorm, tornadoes, earthquakes, vandalism, theft, accidents, acts of war or breaches of the peace, riots, civil disturbances, labor disturbances, strikes, lockouts, compliance with law or governmental regulation or other causes of like or different character beyond the control of either

Party (each a “Force Majeure Event”), the Party whose performance is thus prevented, hindered or delayed (the “Hindered Party”) shall be excused from such performance during the continuance of any such contingency and for so long as such contingency shall continue to prevent, hinder or delay such performance; provided, however, that in the case of any contingency the Hindered Party shall use its best efforts to overcome the cause and effect of such contingency; and provided, further, that if such Force Majeure Event shall prevent the Hindered Party from performing its obligations hereunder for more than two consecutive weeks, the other Party shall be entitled to terminate this Agreement immediately upon giving of written Notice to the Hindered Party.

**14. BUSINESS CONTINUITY AND DISASTER RECOVERY.** Agency currently has and will maintain an appropriate disaster recovery, business continuity and contingency plan, including applicable policies and procedures (collectively, the “DRBC Plan”). The DRBC Plan will provide for continued operation in the event of a catastrophic event affecting Agency’s business operations and will be in accordance with internationally accepted business continuity, contingency and disaster recovery planning standards, procedures and practices.

**15. CO-OPERATION.** The Parties agree to cooperate fully with each other and to provide any assistance necessary in connection with any lawsuit, proceeding, investigation, security breaches or similar situations that relate to the Services or which may involve the Parties, their employees or agents.

**16. SURVIVAL OF TERMS.** Upon expiration or termination of this Agreement for any reason, the Parties will have no further obligations hereunder, except as set forth in Sections 4 (Representations, Warranties and Covenants), 5 (Independent Contractor Status), 6 (Compliance with Law), 8 (Confidential Information), 10 (Limitation of Liability), 11 (Indemnification), and 12 (Insurance) herein, which will survive termination of this Agreement.

## **17. GENERAL PROVISIONS.**

**17.1. Recitals.** The recitals set forth above are hereby incorporated into this Agreement by reference.

**17.2. Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**17.3. Entire Agreement.** This Agreement, and all attachments, exhibits, and mutually approved SOWs constitutes the entire agreement between Client and Agency regarding the subject matter of this Agreement, and supersedes all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and fully and finally sets forth the entire Agreement between the Parties hereto.

**17.4. Amendments.** Except as otherwise provided by the Agreement, SOW, or Exhibit, this Agreement, as well as any attachments, exhibits, or statements of work, shall not be amended or modified except in writing signed by both Parties.

**17.5. Waiver.** No waiver by either Party of any breach by the other Party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or

any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

- 17.6. Assignment.** Neither Party may assign or transfer any interest under this Agreement without the prior written consent of the other Party, not to be unreasonably withheld, conditioned or delayed; provided that Agency may assign this Agreement, without any prior written consent from Client, to an affiliate or subsidiary of Agency or of Agency's parent company to assume responsibility for Agency's obligations under this Agreement.
- 17.7. Severability.** If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, such provision, to the extent it is illegal, invalid or unenforceable, will be deemed omitted, but the remaining provisions shall not be affected in any way; and, to the extent permitted and possible, the invalid or unenforceable term or clause shall be deemed replaced by a term or clause that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or clause.
- 17.8. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but except as hereinafter provided, nothing in this Agreement is to be construed as an authorization or right of any Party to assign its rights or delegate its duties under this Agreement as provided in Section 18.6.
- 17.9. Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth below or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as set forth below and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice; or (iv) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

Client: City of Burlington  
Attn: City Administrator  
Attn: City Clerk  
Cc: City Fire Chief  
300 North Pine Street, Burlington,  
Wisconsin 53105

Agency: Life Line Billing Systems, LLC,  
d/b/a LifeQuest Services  
Attn: Michael Finn  
N2930 State Road 22  
Wautoma, Wisconsin 54982  
Fax: (844) 860-8670  
E-mail: mfinn@lifequest-services.com

- 17.10. Choice of Law; Venue.** This Agreement, including the documents, instruments and agreements to be executed and/or delivered by the Parties pursuant hereto, shall be construed, governed by and enforced in accordance with the laws of the state of Wisconsin, without giving effect to the principles of conflicts of laws thereof. The Parties agree that any disputes arising out of or related to this Agreement shall be venued solely and exclusively in the Racine County Circuit

Courts, located in Racine, Wisconsin, and the Parties hereby consent to and submit to the personal jurisdiction of such courts. **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

**17.11. Attorneys' Fees and Costs.** Unless otherwise stated under this Agreement, if any legal action or other proceeding relating to this Agreement, the Services contemplated hereby, or the enforcement of any provision of this Agreement is brought by any Party, each Party shall be responsible for their own attorneys' fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorneys' fees incurred.

**17.12. Counterparts.** This Agreement may be executed and delivered in counterparts, and delivered by PDF, facsimile transmission, or electronic transmission, and all such counterparts shall constitute one agreement, and all of such PDF or facsimile or electronic signatures shall be as binding as are original signatures delivered in person.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement as of the Effective Date first set forth above.

**Client:**  
**City of Burlington**

**Agency:**  
**Life Line Billing Systems, LLC d/b/a**  
**LifeQuest Services**

-----  
By: Jeannie Hefty  
Its: Mayor

-----  
By: Michael J. Finn  
Its: Chief Executive Officer

**Attest:**

-----  
By: Diahnn Halbach  
Its: City Clerk

## EXHIBIT A

### LIFE LINE BILLING SYSTEMS, LLC BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “Agreement”) is made and entered into as of this 1st day of January, 2020 (the “Effective Date”) by and between the City of Burlington (hereinafter referred to as “Covered Entity”), and Life Line Billing Systems, LLC, d/b/a LifeQuest Services (hereinafter referred to as “Business Associate”). Covered Entity and Business Associate are referred to herein individually as “Party” and, collectively, as the “Parties”.

#### RECITALS

**WHEREAS**, pursuant to the Health Information Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) the United States Department of Health and Human Services promulgated HIPAA Regulations (further defined below) governing the privacy and security of certain health information.

**WHEREAS**, Covered Entity and Business Associate have entered into an agreement (the “Master Services Agreement”), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, receive, create and use Personal Health Information that is confidential and subject to protection under state and/or federal law.

**NOW, THEREFORE**, in consideration of the promises in the Master Services Agreement, provided the Parties have entered into a Master Services Agreement, and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

#### 1. SCOPE AND PURPOSE.

**1.1. Purpose.** Business Associate and Covered Entity recognize that it may become necessary to exchange individually identifiable health information (also referred to as “Protected Health Information” as defined in HIPAA in order to carry out each Parties’ obligations under the Master Services Agreement. In order to comply with the Privacy, Security, Breach Notification, and Enforcement Rules, Business Associate and Covered Entity hereby agree that their actions with regard to the exchange of, use, disclosure, or access to Protected Health Information by themselves, their employees, authorized agents and representatives shall, at all times, be governed by the terms of this Agreement to assure the confidentiality of Protected Health Information.

**1.2. Incorporation by Reference.** The Master Services Agreement, including any applicable Statement of Work or Exhibit, as referenced above, is hereby incorporated by reference into this Agreement. In the event of any conflict between the terms of the Master Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

## **2. DEFINITIONS.**

**2.1. Catch-all Definition.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### **2.2. Specific Definitions.**

**2.2.1.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the Business Associate referenced at the beginning of this Agreement.

**2.2.2.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean Covered Entity referenced at the beginning of this Agreement.

**2.2.3.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## **3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

### **3.1. Business Associate agrees to:**

**3.1.1.** Not use or disclose PHI other than as permitted or required by this Agreement or as required by law;

**3.1.2.** Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;

**3.1.3.** No later than forty-eight (48) hours after discovery of the unauthorized use or disclosure of PHI, a breach, or a Security Incident, report to Covered Entity such event, and take prompt corrective action to cure any deficiencies;

**3.1.4.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents or subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

- 3.1.5.** Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- 3.1.6.** Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity with written Notice given at least ten (10) business days to Business Associate, pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- 3.1.7.** Maintain and make available to the Covered Entity the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- 3.1.8.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- 3.1.9.** Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### **4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

- 4.1.** Business Associate may only use or disclose PHI as necessary to perform the Services set forth in the Master Services Agreement and any corresponding Statement of Work or Exhibit.
- 4.2.** Business Associate may use or disclose PHI as required by law.
- 4.3.** Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- 4.4.** Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below:
  - 4.4.1.** Business Associate may use PHI for the proper management and administration of the business associate or to carry out the legal responsibilities of the Business Associate.
  - 4.4.2.** Business Associate may use and/or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by

law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- 4.4.3.** Business Associate may use and/or disclose PHI to provide data aggregation services relating to the health care operations of the Covered Entity. The Parties agree that any PHI provided to Business Associate hereunder which is later de-identified and therefore no longer identifies a patient, will no longer be subject to the provisions set forth in this Agreement.

## **5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.**

- 5.1.** Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2.** Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3.** Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

## **6. PERMISSIBLE REQUESTS BY COVERED ENTITY.**

- 6.1.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for, and the Master Services Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

## **7. TERM AND TERMINATION.**

- 7.1. Term.** The Term of this Agreement shall be effective as of the Effective Date and shall terminate on the date of the termination of the Master Services Agreement, or on the date Covered Entity terminates for cause as authorized below, whichever is sooner.

**7.1.1. Termination for Breach.** If either Business Associate or Covered Entity knows of a pattern of activity or practice of the other that constitutes a material breach or violation of the Party's obligations under the provisions of this Agreement, then the non-breaching Party shall send written Notice to the breaching Party describing the other Party's failure in detail and affording that Party a thirty (30) day period in which to cure such failure. If the Party's efforts to cure such breach or end such violation are unsuccessful, the other Party shall either: (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, the Party discovering the breach shall report the other's breach or violation to the Secretary of HHS (see 45 CFR § 164.504(e)(1)(ii)).

**7.1.2. Termination for Convenience.** Notwithstanding any provision to the contrary, this Agreement, whether in its entirety or in part with respect to one or more Statements of Work, may be terminated without cause by either Party upon at least ninety (90) day's written Notice to the other Party.

**7.2. Obligations of Business Associate Upon Termination.** Within thirty (30) calendar days of termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

**7.2.1.** Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

**7.2.2.** Return to Covered entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;

**7.2.3.** Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

**7.2.4.** Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

**7.2.5.** Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

**7.3. Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.

## **8. MISCELLANEOUS.**

**8.1. Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances to the extent necessary to allow Covered Entity to comply with amendments to the standards and requirements of the HIPAA Rules.

### **8.2. Litigation or Administrative Proceedings.**

**8.2.1. Assistance in Proceedings.** Each Party shall make itself and any subcontractors (to the extent possible), employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to the other Party at no cost to the other Party to testify as witnesses, or as otherwise needed in the event of litigation or administrative proceedings being commenced against the other Party, its directors, officers or employees based upon claimed violation of HIPAA or other laws relating to security and privacy, except where the Party or its subcontractor, employee or agent is a named adverse to the other party.

**8.2.2. Subpoenas, Court Orders, and Governmental Requests.** If Business Associate receives a court order, subpoena, or governmental request for documents or other information containing PHI, Business Associate will use its best efforts to notify Covered Entity of the receipt of the request within forty-eight (48) hours and to provide Covered Entity an opportunity to respond. Business Associate may comply with such an order, subpoena, or request as permitted by law.

**8.3. No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

## **9. GENERAL PROVISIONS.**

**9.1. Recitals.** The recitals set forth above are hereby incorporated into this Agreement by reference.

**9.2. Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**9.3. Amendments.** Except as otherwise provided in this Agreement, this Agreement shall not be amended or modified except in writing signed by both Parties.

**9.4. Severability.** If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, such provision, to the extent it is illegal, invalid or unenforceable, will be deemed omitted, but the remaining provisions shall not be affected in any way; and, to the extent permitted and possible, the invalid or unenforceable term or clause shall be deemed replaced by a term or clause that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or clause.

**9.5. Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth below or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as set forth below and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice; or (iv) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

Client: The City of Burlington

Attn: City Administrator

Attn: City Clerk

CC: Fire Chief

165 W. Washington St.

Burlington, Wisconsin 53105

Agency: Life Line Billing Systems, LLC,  
d/b/a LifeQuest Services

Attn: Michael Finn

N2930 State Road 22

Wautoma, Wisconsin 54982

Fax: (844) 860-8670

E-mail: mfinn@lifequest-services.com

**9.6. Choice of Law; Venue.** This Agreement, including the documents, instruments and Agreements to be executed and/or delivered by the Parties pursuant hereto, shall be construed, governed by and enforced in accordance with the laws of the state of Wisconsin, without giving effect to the principles of conflicts of laws thereof. The Parties agree that any disputes arising out of or related to this Agreement shall be venued solely and exclusively in the Racine County Circuit Courts, located in Racine, Wisconsin, and the Parties hereby consent to and submit to the personal jurisdiction of such courts.

- 9.7. Attorneys' Fees and Costs.** If any legal action or other proceeding relating to this Agreement, the Services contemplated hereby, or the enforcement of any provision of this Agreement is brought by any Party, each Party shall be responsible for their own attorney's fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorney's fees incurred.
- 9.8. Counterparts.** This Agreement may be executed and delivered in counterparts, and delivered by PDF, facsimile transmission, or electronic transmission, and all such counterparts shall constitute one Agreement, and all of such PDF or facsimile or electronic signatures shall be as binding as are original signatures delivered in person.

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement as of the Effective Date first set forth above.

**Client:**  
**City of Burlington**

**Agency:**  
**Life Line Billing Systems, LLC d/b/a**  
**Life Quest Services**

-----  
By: Jeannie Hefty  
Its: Mayor

-----  
By: Michael J. Finn  
Its: Chief Executive Officer

**Attest:**

-----  
By: Diahnn Halbach  
Its: City Clerk

**LIFE LINE BILLING SYSTEMS, LLC**  
**STATEMENT OF WORK – ACCOUNT SERVICING**

This Statement of Work (“SOW”) is made and entered into as of this 1st day of January, 2020 (the “SOW Effective Date”), by and between the City of Burlington (the “Client”) and Life Line Billing Systems, LLC, d/b/a LifeQuest Services (the “Agency”) and is issued pursuant to and in accordance with the terms and conditions set forth in the Master Services Agreement by and between Client and Agency dated January, 2020 (the “Agreement”). Client and Agency are generically referred to herein individually as “Party” or collectively as “Parties”.

**1. INCORPORATION OF MASTER SERVICES AGREEMENT.**

- 1.1. This SOW is a separate agreement between Client and Agency and incorporates the definitions, terms and conditions of the Agreement.
- 1.2. This SOW reflects the final pricing and requirements for the Services, except where otherwise specified in the Agreement and as may be subsequently modified by the Parties upon written agreement.
- 1.3. The Agreement is amended to add the Services and terms as stated in this SOW.
- 1.4. If a term in this SOW conflicts with a term in the Agreement, the provisions of the Agreement will prevail unless this SOW specifically states that the term in this SOW will prevail.
- 1.5. Except as provided herein, all other terms, conditions and provisions of the Agreement shall remain in full force and effect.

2. **TERM.** This SOW shall commence on the SOW Effective Date set forth above for a period of 36 months or 3 years (the “Initial Term”). Upon expiration of the Initial Term and unless otherwise terminated in accordance with the Agreement, this SOW can be extended and consecutively renewed for 36 months or 3 years (each subsequent period shall be generally referred to herein as “Subsequent Term(s)”). The Initial Term and Subsequent Term(s) shall be jointly referred to as “Term”.

**3. DESCRIPTION OF SERVICES.**

- 3.1. **Services.** Agency agrees to serve as an extension of Client’s business office to provide Client with qualified personnel and appropriate resources to perform certain aspects of managing and servicing of accounts, in lieu of Client performing the same internally (defined herein as the “Services”).
- 3.2. **Outsourced Account Servicing.** Agency will adhere to the work standards and requirements as set forth in the attached Exhibit to this SOW, including but not limited to:
  - 3.2.1. Agency agrees to provide dedicated employees and other personnel (“Dedicated Staff”) to perform the Services.
  - 3.2.2. Agency Dedicated Staff shall perform the Services with professional diligence and care and at least in accordance with the practices and quality standards used in well-managed operations performing similar tasks.

### **3.3. Performance of Services.**

**3.3.1.** Agency will conduct the Services as an extension of Client's business office on behalf of Client exclusively in Client's name.

**3.3.2.** Agency will conduct the Services in Agency's name as an outsourced billing service vendor, including sending written communications in Agency's name and placing phone calls using Agency's contact information.

**3.3.3.** Agency will provide, as part of the Services under this Agreement, call management for the Client. "Calls" are defined as either an incoming communication from a consumer regarding a Customer's account, or an outgoing communication from Agency Dedicated Staff acting on behalf of Client, whether via telephone, telecopy, online transmission, business reply card or any other means of communication.

**3.3.4.** Agency will follow Client's written guidelines and policies when performing Services.

**3.4. Placement of Accounts.** During the Term, Client shall place with Agency current accounts ("Accounts") to be serviced in accordance with Client's policies and procedures, and in accordance with the terms of this Agreement. The Accounts shall be for Customers of Client, who may be a patient, customer, or have a similar relationship with Client ("Customer").

**3.5. Accounts Not in Default.** Client shall not place with Agency, and Agency shall not provide Services on any Account, that at the time of placement is deemed to be in default under Client's internal terms, policies and procedures governing such Account(s). Any Account that becomes in default shall be referred back to Client.

**3.5.1.** Agency is performing the Services under this Agreement as a service provider providing customer service support, and not as a "debt collector" as defined by the FDCPA, 15 U.S.C. § 1692a (6).

**3.5.2.** Agency will operate as a service provider, not a debt collector, when performing the Services. Dedicated Staff shall identify themselves as Client or working on behalf of Client. Agency Dedicated Staff shall not identify itself as a debt collector when performing the Services.

**3.5.3.** To the extent, however, that Client itself is governed (i) under the above-cited Federal Code provision, as a "Debt Collector," and/or (ii) under any other provision of the Federal law applicable to the Agency's Services for Client, then Agency, while acting under the Client's name, or on behalf of the Client, when performing its Services for Client, shall comply with any and all such applicable Federal laws.

**3.6. Credit Reporting.** Agency is not authorized to report any Account to consumer reporting agencies. This provision does not prohibit Agency from credit reporting for Client pursuant to a separate SOW or Agreement.

**3.7. Exclusivity.** Client hereby acknowledges that Agency is the exclusive provider of Services specified herein.

## **4. CLIENT REPRESENTATIONS AND WARRANTIES.**

**4.1. Placement of Accounts Not in Default.** Client makes the following representations and warranties when placing Accounts with Agency pursuant to this SOW and to the best of the notice or knowledge of the City Administrator:

**4.1.1.** Client will provide Agency a copy of Client's written policies, procedures, guidelines, relevant copies of any Customer agreements, contract, or other similar documentation, that define or otherwise reference if, how, and when an Account is deemed to be in default by Client.

**4.1.2.** Accounts referred by the Client to Agency for the provision of Services shall not be in default at the time of placement with Agency.

**4.1.3.** Accounts referred by the Client to Agency for the provision of Services shall not have been previously placed by the Client with a third-party entity for collection.

**4.1.4.** Client shall promptly notify Agency of any and all notices received by Client or Client representatives from a Customer in respect of an Account, or regarding Agency's Services regarding any Account.

**4.1.5.** Client shall evaluate, monitor, and otherwise audit its records on a periodic basis to ensure that it is not placing with Agency for the provision of Services any Account that is in default or that was previously placed with a third-party entity for collection of outstanding defaulted debt.

**4.1.6.** Client's written policies, procedures, guidelines, or other internal documentation defining when an Account goes into default shall not be intended to circumvent the federal Fair Debt Collection Practices Act ("FDCPA") or applicable state or local consumer protection laws.

**4.1.7.** Client shall provide Agency with an appropriate date for each Account referred by the Client under this Agreement to permit Agency to independently validate that an Account is not in default at the time of placement.

**4.2.** Client will obtain Customer's authorization to permit Agency to contact Customer via auto dialer or text message in compliance with the federal Telephone Consumer Protection Act ("TCPA").

## **5. TERMS OF PAYMENT.**

**5.1. Billing Contingency Fees.** In addition to the payment terms as specified in the Agreement, Client shall pay Agency 6% of the net revenue collected on the Accounts as further detailed in the Exhibits attached hereto.

## **6. GENERAL PROVISIONS.**

**6.1. Agreement.** The general provisions pursuant to the Agreement are hereby adopted into this SOW.

**6.2. Amendment.** Except as otherwise provided in this SOW, this SOW may not be modified, amended, changed, or waived in any manner except by written approval executed by an authorized representative from each Party.

**6.3. Counterparts.** This SOW may be executed and delivered in counterparts, and delivered by PDF, facsimile transmission, or electronic transmission, and all such counterparts shall constitute one agreement, and all of such PDF or facsimile or electronic signatures shall be as binding as are original signatures delivered in person.

**IN WITNESS THEREOF,** the Parties have executed and delivered this SOW as of the Effective Date first set forth above.

**Client:**

**City of Burlington**

\_\_\_\_\_

By: Jeannie Hefty

Its: Mayor

**Attest:**

\_\_\_\_\_

By: Diahm Halbach

Its: City Clerk

**Agency:**

**Life Line Billing Systems, LLC d/b/a  
LifeQuest Services**

\_\_\_\_\_

By: Michael J. Finn

Its: Chief Executive Officer

Date: \_\_\_\_\_

## **EXHIBIT A**

### **DESCRIPTION OF SERVICES**

#### **1. DEFAULT ACCOUNTS.**

**1.1. Customers.** Customers may be otherwise referenced as a "Patient."

**1.2. Accounts in Default.** An Account is deemed to be in default pursuant to the following requirements:

**1.2.1.** An Account shall be in Default if the Account remains unpaid 90 days after the date of service associated with the Account without any contact with Patient, payment from Patient or insurance carriers, or any change to the account.

#### **2. SERVICING GENERALLY.**

**2.1.** Agency shall supply the customized billing, collecting and data management services for Accounts to Client as detailed in this SOW.

**2.2.** Agency shall supply reports and complete the billing and servicing of Accounts as detailed in this Exhibit attached hereto and incorporated by reference.

**2.3.** Agency shall process insurance claims generated by the appropriate insurance carriers of patients, who have provided the necessary information for insurance filings.

**2.4.** Agency shall handle and respond to all inquiries concerning the Accounts by patients, insurance companies and Client. Client shall assist Agency with any inquiries related to the Services provided by the Client. Agency shall provide a toll-free telephone number for Customer and Client inquiries.

#### **3. AGENCY BILLING PROCEDURES.**

##### **3.1. Initial Billing.**

**3.1.1.** Patient's primary insurance company is billed. Patients participating in a Medicaid Program, Medicaid will be billed directly. If Medicaid Patient has primary commercial insurance coverage, that insurer will be billed first, and Medicaid will act as a secondary carrier. Medicaid and Medicaid HMO Patients will not receive a bill if required by state law, unless appropriate waivers are allowed and obtained and signed by the Patient or other authorized person.

**3.1.2.** Patient or insurer will typically be billed within seven days of receipt of all the necessary billing documentation and information.

**3.1.3.** If a Patient does not have insurance, the billing, charges, and fees are the responsibility of the Patient.

##### **3.2. Additional Billing.**

**3.2.1.** Patient will receive additional bills/statements/denial notices normally around thirty (30) days after the first bill was sent. Agency utilizes a scheduling procedure to optimize revenue recovery based on effective business practices. Agency will work to place bills into specific cycles, which will ensure the submission of regularly scheduled billings. Once Patient's primary insurance has paid, any secondary insurance will be submitted for consideration for any unpaid balances.

**3.2.2.** Once Medicare, Medicaid, and private insurance companies have paid the maximum amounts eligible for the Patient, any outstanding balances/monies owed will be pursued via self-pay/private pay options.

**3.3. Resubmissions.** Any claim resubmissions that would be necessary due to lack of information or incorrect information would be resubmitted upon receiving the proper information at any stage of billing.

**3.4. Authority to Change.** Agency may amend this section 3 at its sole discretion, if the Agency deems the change is in the best interest of the Client.

#### **4. DOCUMENTATION PROCEDURES REQUIRED FROM CLIENT.**

**4.1.** Patient should have the Insurance/Medicare Authorization form signed by the Patient or Patient's representative.

**4.2.** Any Medicare or Medicaid Patient that is transported from hospital to hospital or hospital to nursing home/residence must have a Physicians Certification Statement for transport completed by a doctor BEFORE the transport, unless there is an acute emergency.

**4.3.** All run forms should include the following information:

**4.3.1.** All documents should be completed legibly.

**4.3.2.** The Patient's name, address, phone number, date of birth, and Social Security number.

**4.3.3.** Location of Patient pick-up and transport destination.

**4.3.4.** Zip code at point of pick-up.

**4.3.5.** All appropriate dispatch information (*i.e.* nature of call).

**4.3.6.** All Patient past history related to this emergency/non-emergency transport.

**4.3.7.** All Patient complaints related to this emergency/non-emergency transport.

**4.3.8.** A detailed narrative indicating the medical necessity for transport.

**4.3.9.** Patient condition at the time of transport, including chief complaint.

**4.3.10.** Admitting/receiving doctor's first and last name.

**4.3.11.** The responsible party for all Patients.

**4.3.12.** Accurately record all times associated with the run.

**4.3.13.** Loaded mileage to the nearest tenth of a mile (*i.e.*, 11.2 mi).

**4.3.14.** Crew names, crew license levels and any specialty areas of expertise which are relevant to the patient care being provided.

**4.3.15.** All crew members must review the form for accuracy and completeness before leaving receiving facility.

**4.3.16.** Client shall keep copies of all information provided to the Agent.

**4.3.17.** Where applicable, reasons why transport by other means was contraindicated.

**4.3.18.** Reasons for the level of service that was required or provided, (*i.e.* ALS assessment).

**4.3.19.** Obtain necessary Medicare and Medicaid waivers, where appropriate, signed by Patient or another appropriate person.

**LIFE LINE BILLING SYSTEMS, LLC**  
**STATEMENT OF WORK – ACCOUNT COLLECTIONS**

This Statement of Work (“SOW”) is made and entered into as of this 1st day of January, 2020 (the “SOW Effective Date”), by and between the City of Burlington (the “Client”) and Life Line Billing Systems, LLC, d/b/a LifeQuest Services (the “Agency”) and is issued pursuant to and in accordance with the terms and conditions set forth in the Master Services Agreement by and between Client and Agency dated January, 2020 (the “Agreement”). Client and Agency are generically referred to herein individually as “Party” or collectively as “Parties”.

**1. INCORPORATION OF MASTER SERVICES AGREEMENT.**

- 1.1. This SOW is a separate agreement between Client and Agency and incorporates the definitions, terms and conditions of the Agreement.
- 1.2. This SOW reflects the final pricing and requirements for the Services, except where otherwise specified in the Agreement and as may be subsequently modified by the Parties upon written agreement.
- 1.3. The Agreement is amended to add the Services and terms as stated in this SOW.
- 1.4. If a term in this SOW conflicts with a term in the Agreement, the provisions of the Agreement will prevail unless this SOW specifically states that the term in this SOW will prevail.
- 1.5. Except as provided herein, all other terms, conditions and provisions of the Agreement shall remain in full force and effect.

2. **TERM.** This SOW shall commence on the SOW Effective Date set forth above for a period of 36 months or 3 years (the “Initial Term”). Upon expiration of the Initial Term and unless otherwise terminated in accordance with the Agreement, this SOW can be extended and consecutively renewed for 36 months or 3 years (each subsequent period shall be generally referred to herein as “Subsequent Term(s)”). The Initial Term and Subsequent Term(s) shall be jointly referred to as “Term”.

**3. DESCRIPTION OF SERVICES.**

- 3.1. **Services.** Agency agrees to serve as an extension of Client’s business office to provide Client with qualified personnel and appropriate resources to perform certain aspects of managing and servicing of accounts, in lieu of Client performing the same internally (defined herein as the “Services”).
- 3.2. **Compliance with Law.** When performing Services under this SOW, Agency will comply with the federal Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.*, as well as state and local requirements.
- 3.3. **Credit Reporting.** Client authorizes Agency to report Accounts to consumer reporting agencies pursuant to the terms of this SOW and any attached Exhibit. Agency will comply with applicable law when credit reporting, including but not limited to the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*, including corresponding regulations for data furnishers and maintenance of an identity theft prevention program. Client will not report to consumer reporting agencies any Account being reported by Agency to consumer reporting agencies.

**3.4. Account Collections.** Agency will adhere to the work standards and requirements as set forth in the attached Exhibits to this SOW, including but not limited to:

**3.4.1.** Agency agrees to provide dedicated employees and other personnel to perform the (“Dedicated Staff”) to perform the Services.

**3.4.2.** Agency Dedicated Staff shall perform the Services with professional diligence and care and at least in accordance with the practices and quality standards used in well-managed operations performing similar tasks.

**3.4.3.** Agency will conduct the Services as a third-party debt collector subject to the federal Fair Debt Collection Practices Act (“FDCPA”).

**3.4.4.** Agency will follow any Client guidelines and policies, provided in writing, when performing Services.

**3.4.5.** Agency will follow its description of Services as provided in Exhibit A. Agency may amend Exhibit A to identify strategy changes without Client’s prior approval, if the Agency deems the change is in the best interest of the Client.

**3.5. Placement of Accounts.** During the Term, Client shall place with Agency accounts (“Accounts”) to be serviced that are in default in accordance with Client’s policies and procedures, and in accordance with the terms of this Agreement. The Accounts shall be for customers of Client, who may be a patient, customer, or have a similar relationship with Client (“Customer”). Client will not place any account with a balance less than \$25.00. If an account is placed with Agency that is less than \$25.00, Client authorizes Agency the option to close the account and not pursue collection activities.

**3.6. Exclusivity.** Client hereby acknowledges that Agency is the exclusive provider of Services specified herein.

#### **4. TERMS OF PAYMENT.**

**4.1. Collection Contingency Fees.** In addition to the payment terms as specified in the Agreement, Client shall pay Agency 24% of the net revenue collected on the Accounts as further detailed in the Exhibits attached hereto.

#### **5. GENERAL PROVISIONS.**

**5.1. Agreement.** The general provisions pursuant to the Agreement are hereby adopted into this SOW.

**5.2. Amendment.** Except as otherwise provided in this SOW, this SOW may not be modified, amended, changed, or waived in any manner except by written approval executed by an authorized representative from each Party.

**5.3. Counterparts.** This SOW may be executed and delivered in counterparts, and delivered by PDF, facsimile transmission, or electronic transmission, and all such counterparts shall constitute one agreement, and all of such PDF or facsimile or electronic signatures shall be as binding as are original signatures delivered in person.

**IN WITNESS THEREOF**, the Parties have executed and delivered this SOW as of the effective Date first set forth above.

**Client:**

**The City of Burlington**

\_\_\_\_\_

By: Jeannie Hefty  
Its: Mayor

**Attest:**

\_\_\_\_\_

By: Diahm Halbach  
Its City Clerk

**Agency:**

**Life Line Billing Systems, LLC d/b/a  
Life Quest Services**

\_\_\_\_\_

By: Michael J. Finn  
Its: Chief Executive Officer

## **EXHIBIT A**

### **DESCRIPTION OF SERVICES**

- 1.1.** Agency will provide Services in the name of Agency. Agency is authorized to use Client's name when providing Services.
  
- 1.2.** After the initial notice to a Customer, multiple written and verbal communication attempts may be made to contact the Customer and collect payment, including but not limited to payment in full or settlement payment plans.
  - 1.2.1.** Agency is authorized to establish payment plans as follows:
    - Agency may offer or otherwise accept payment plans without Client consent. Any plan of longer duration of three years requires Client's prior written approval.
  - 1.2.2.** Agency is authorized to settle Accounts as follows:
    - Once Agency has made all reasonable efforts to collect the placement balance in full for an Account, Agency is authorized to offer or otherwise accept settlement of an Account for no less than 50% of the total Account balance. Any greater settlement requires Client's prior written approval.
  
- 1.3.** If the debt has not been collected within 90 days after placement, unless some other timeframe is mutually agreed to by the Parties:
  - 1.3.1.** Agency has the option to report an Account to the Customer's credit report.
  - 1.3.2.** Agency has discretion whether to send the Customer a follow-up written communication requesting payment.
  
- 1.4.** Agency will continue collection efforts until: (a) law prohibits further collection on an Account; or (b) an Account is: (i) collected (either as payment in full or settled in full); (ii) recalled by Client; OR (iii) the Account has reached the applicable statute of limitations.
  
- 1.5.** Agency will periodically perform skip tracing efforts in order to locate a Customer and obtain payment. In addition to this, Agency secures letters of protection from attorneys in situations that may involve lengthy litigation.
  
- 1.6.** If requested by Client, Agency will assemble information needed for Client to begin legal proceedings against Customers whose Accounts remain unresolved. Agency makes no determination as to whether to initial legal proceedings.
  
- 1.7.** If Agency wishes to perform services in certain circumstances other than those outlined in this Agreement, Agency shall obtain prior written approval of both the additional service and the charge from Service Provider.



**DATE:** December 17, 2019

**SUBJECT:** RESOLUTION 4976(29) - Approval of an Agreement between Burlington Rescue Squad, Inc. and the City of Burlington to Convey Assets of both Equipment and Property according to the Plan of Dissolution.

**SUBMITTED BY:** Carina Walters, City Administrator

**BACKGROUND/HISTORY:**

On December 2, 2019, the Burlington Rescue Squad, Inc. (BRS) Corporation voted on a Plan of Dissolution pursuant to Wisconsin Statute 181.1401. The dissolution of BRS will occur effective January 1, 2020 at 12:00 a.m. and as a part of the dissolution, BRS needed to approve a Plan of Dissolution that included transfer and assignments of its remaining assets both financial and equipment / property. This evening staff is seeking approval of the Resolution outlining what equipment/property, including Ambulance Unit #933, the City of Burlington will be receiving as part of the dissolution.

**BUDGET/FISCAL IMPACT:**

The City will need to pay for the cost and expense to remove the markings and logos on Ambulance Unit 933 in the approximate amount of \$7,600. The remaining equipment/ property will be either placed in the equipment replacement fund and/or the departmental budget for future replacement.

**RECOMMENDATION:**

Staff recommends approval of the Agreement and Resolution as presented.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the December 17, 2019 Committee of the Whole meeting, and due to the short timeline of the City assuming Rescue Operations, this item scheduled for final consideration at the December 17, 2019 Common Council meeting.

**Attachments**

RES 4976(29) BRS Equipment  
Dissolution Plan Agreement

**RESOLUTION NO. 4976(29)**  
**Introduced by Committee of the Whole**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN BURLINGTON RESCUE SQUAD, INC CORPORATION AND THE CITY OF BURLINGTON TO CONVEY EQUIPMENT AND PROPERTY**

**WHEREAS**, at its December 2, 2019 Special Meeting consisting of Gold Badge Members, Active Members of BRS and The Burlington Rotary Club the Corporation voted to approve a Plan of Dissolution by the affirmative vote of its members; and

**WHEREAS**, the Plan of Dissolution in accordance with Sec. 181.1401 of the Wisconsin Statutes identifies dissolution of the Corporation that includes transfer and assignment of all its remaining assets both equipment/property and financial assets.

**WHEREAS**, effective January 1, 2020 at 12:00 a.m. the Corporation shall cease to exist; and,

**WHEREAS**, BRS Corporation has agreed to convey to the City, as a gift and without any consideration required, the items of equipment that are described in Exhibit A of the attached Agreement, hereto attached as "Attachment A".

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, that the City of Burlington shall approve an agreement between the City of Burlington and the Burlington Rescue Squad, Inc. Corporation to convey Ambulance Unit 933 to the City as a gift and items listed in Exhibit A of the attached Agreement.

**BE IT FURTHER RESOLVED** that the Corporation shall execute and deliver to the City the title documents for the Ambulance so that this conveyance can be registered with the Wisconsin Motor Vehicle Department and prior to its use by the City, the City shall, at its own cost and expense, remove all of the markings and logos on the Ambulance that refer to BRS.

**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and directed to execute this agreement on behalf of the City.

**BE IT FURTHER RESOLVED** that the City Clerk is directed to send a copy of this resolution to Burlington Rescue Squad, Inc., 432 Milwaukee Avenue, P.O. Box 700, Burlington, WI, 53105.

Introduced: December 17, 2019  
Adopted: December 17, 2019

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn C. Halbach Clerk

**AGREEMENT**

This agreement (“Agreement”) between the Burlington Rescue Squad, Inc. (“Corporation”) and the City of Burlington (“City”) is made this 17 day of December, 2019.

WHEREAS, at its December 2, 2019 Special Meeting consisting of Gold Badge Members, Active Members of BRS and The Burlington Rotary Club the Corporation voted to approve a Plan of Dissolution by the affirmative vote of its members.

WHEREAS, the Plan of Dissolution in accordance with Sec. 181.1401 of the Wisconsin Statutes identifies dissolution of the Corporation that includes transfer and assignment of all its remaining assets both equipment/property and financial assets.

WHEREAS, effective January 1, 2020 at 12:00 a.m. the Corporation shall cease to exist;

WHEREAS, the Corporation will be distributing to the City of Burlington who will assume Rescue Services for the greater Burlington community, the equipment/property outlined in EXHIBIT A as Recipient the City of Burlington

NOW, THEREFORE, the undersigned agree as follows:

1. BRS shall, and hereby does, convey to the City the following equipment/ property identified in EXHIBIT “A” as a gift and without any consideration required. The Corp. shall execute and deliver to the City the title documents for the Ambulance so that this conveyance can be registered with the Wisconsin Motor Vehicle Department.

2. As soon as it possibly can, the City shall, at its own cost and expense, remove all of the markings and logos on the Ambulance Unit # 933 outlined in EXHIBIT “A” that refer to BRS.

4. With great appreciation, the City hereby accepts the Ambulance Unit #933 and Equipment/Property from the Corp.

BRS:  
Burlington Rescue Squad, Inc.

CITY:  
City of Burlington, Wisconsin

By: \_\_\_\_\_  
Lester O. Mastalir II  
Treasurer

By: \_\_\_\_\_  
Jeannie Hefty  
Mayor

Attest: \_\_\_\_\_  
Diahnn Halbach  
City Clerk

## EXHIBIT A

### BURLINGTON RESCUE SQUAD

| <u>EQUIPMENT</u>                          | <u>RECIPIENT</u>  |
|---|---|
| 1. Heavy Rescue 930/frailer/UTV           | Town of Burlington  |
| 2. Unit 932 except #7 and #23             | Birnamwood Area Emergency Services  |
| 3. Unit 933 as is                         | City of Burlington  |
| 4. Pagers/Chargers                        | City of Burlington/Town of Burlington - 50% each                                |
| 5. Surface Computers                      | City of Burlington- 2<br>Village of Rochester - 2                               |
| 6. Toughbook Computer                     | Destroyed   |
| 7. Autopulse Device                       | City of Burlington/<br>Village of Rochester                                     |
| 8. Single Band Radios/Chargers            | Burlington High School BHS I &<br>City of Burlington                            |
| 9. Tri-Channel Multi-Band Radios/Chargers | City of Burlington<br>Village of Rochester                                      |
| 10. Tum-out Gear                          | St. Francis Paramedic Program and<br>any remaining to the City of<br>Burlington |
| 11. Office Computer/Monitor               | Town of Lyons   |
| 12. Office Filing Cabinets                | City of Burlington  |
| 13. Office Desks                          | City of Burlington  |
| 14. Office Copier/Copier Stand            | Kansasville Fire and Rescue<br>Volunteer Fire Dept.                             |
| 15. Poly Tables                           | City of Burlington  |

16. Washing Machine/Dryer City of Burlington
17. Red/Blue Wall Racking City of Burlington
18. Rescue Task Force (RTF) Gear City of Burlington
19. O2 Cylinders - not owned by Welders Supply City of Burlington
20. Philips Heart Start Monitor Kansasville Fire and Rescue Volunteer Fire Dept.
21. Supply Room Contents City of Burlington
22. Resource Room Contents includes refrigerator City of Burlington
23. Nitrous Oxide System (from 932) desired City of Burlington and if not to the Village of Rochester
24. Clothing City of Burlington
25. Lights & Sirens BRS to pay for removal (Invoice for removal must be supplied to BRS by March 31, 2020)



**DATE:** December 17, 2019

**SUBJECT:** RESOLUTION 4977(30) - To consider approving an amendment to the City of Burlington Fee Schedule.

**SUBMITTED BY:** Megan Watkins, Assistant City Administrator | Zoning Administrator

---

**BACKGROUND/HISTORY:**

As a part of best practices, in conjunction with the approval of the Annual Budget, the Common Council should also approve the fee schedule.

The City maintains an official fee schedule that encapsulates all fees among the various city departments. This fee schedule was last updated on March 6, 2018. In an effort to be fiscally responsible with services provided, as well as cognizant of trends among comparable communities, staff analyzed this schedule to remain consistent with other municipalities, while maintaining reasonable fees for our patrons. The current fees that were amended are incorporated with the proposed changes (in red) on the attached fee schedule. Several fees were amended as highlighted below:

Ch. 115 – Building Construction

- The inclusion of remodel projects
- The inclusion of egress windows
- Addition of a final grade and landscaping bond
- Addition of foundation repair/drain tile
- Addition of parking lot alterations and additions
- Addition of heat pumps and gas piping

Ch. 155 – Fire Prevention and Control

- Entire Fire Department fee schedule adopted in 2008 as part of Resolution 4275(45) added to the City of Burlington fee schedule
- Added Ambulance Service fees

Ch. 243 – Plumbing

- Added lawn sprinklers and wells

Ch. 259 – Sewers

- Added holding tanks

Ch. 274 – Streets and Sidewalks

- Increased right-of-way permit fee

Ch. 278 – Subdivision of Land

- Added final grade recertification bond

**BUDGET/FISCAL IMPACT:**

As a matter of best practices, fees associated with the official Fee Schedule should be renewed and evaluated yearly.

**RECOMMENDATION:**

Staff recommends approval of the revisions to the City of Burlington Fee Schedule.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the December 17, 2019 Committee of the Whole meeting, and is scheduled for final consideration at the same evening Common Council meeting.

---

---

**Attachments**

RES 4977(30) Fee Schedule Amendment  
Fee Schedule\_RedLined

---

---

**A RESOLUTION AMENDING THE FEE SCHEDULE  
FOR THE CITY OF BURLINGTON**

**WHEREAS** the City of Burlington issues permits and licenses and performs other reviews, inspections and services as provided in its Municipal Code; and

**WHEREAS** the City defrays its costs of administration, investigation, and processing of said services by imposing fees; and

**WHEREAS** the City wishes to assemble all of said fees in a centralized document for convenience and economy of administration:

**NOW, THEREFORE, BE IT RESOLVED** by the City of Burlington Common Council, that, pursuant to all of the above, the City of Burlington Fee Schedule attached hereto is approved and adopted in its entirety.

**BE IT FURTHER RESOLVED** that the Fee Schedule shall be kept on file in the office of the City Clerk.

Introduced: December 17, 2019  
Adopted:

---

Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk



## City of Burlington Fee Schedule

Revised 12/2019

### **Ch. 9 Budget and Finance**

---

Special Assessment or other status letter \$35

### **Ch. 22 Departments**

---

Fingerprint Fee \$20

### **Ch. 31 Emergency Government**

---

Vehicle Storage Fee \$10/day or portion thereof

### **Ch. 67 Records**

---

|  |  |
|--|--|
| Photocopies (letter or legal size, copied on site) | \$0.25 per page  |
| Other reproductions or photography                 | Actual cost  |
| Audio Tape   | \$15   |
| Compact Disc/DVD                                   | \$10   |
| Video Tape   | \$20   |
| Search fees if in excess of \$50.00                | Hourly pay rate of lowest paid employee capable of performing the search |
| Mailing  | Actual cost  |
| Frequently asked for documents                     |  |
| Entire Municipal Code                              | Actual cost charged by code co.  |
| Municipal Code Supplements (Ordinances)            | \$0.25 per page printed  |
| Zoning Code  | \$20   |
| Fire Prevention Code                               | \$20   |
| Zoning Map   | \$15   |
| Voting Map   | \$15   |
| 24" x 36" prints                                   | \$3.75 each  |

### **Ch. 100 Amusements and Special Events**

---

|                                  |  |
|----------------------------------|--|
| Circus or Caravan License        | \$30 per day   |
| Show, Event or Amusement License | \$25 per day   |
| Block Party Permit               | Actual cost per man hour for city services   |
| Special Event Permit             | Actual cost per man hour and items requested for City services and processing fees |

**Ch. 104 Animals**

|                               |  |
|-------------------------------|--|
| Special Permit                | \$10   |
| Dog/Cat - Spayed/Neutered     | \$6  |
| Dog/Cat - Not Spayed/Neutered | \$10   |
| Late Fee                      | \$10 after April 1 or 8 months old within year |
| First Impoundment             | \$15   |
| Second Impoundment            | \$25   |
| Third Impoundment             | \$40   |
| Commercial License            | \$15   |

**Ch. 110 Bicycles and Play Vehicles**

|                      |                                       |
|----------------------|---------------------------------------|
| Bicycle Registration | No charge - Valid for life of bicycle |
|----------------------|---------------------------------------|

**Ch. 115 Building Construction****1 and 2 Family Dwelling**

|   |   |
|---|---|
| Minimum Permit Fee for All Building Permits                 | \$65  |
| Early Start   | \$200   |
| Plan Review   | \$175   |
| Zoning  | \$75  |
| Erosion Control   | \$150   |
| New 1 & 2 Family (including decks)                          | \$0.32/ sq. ft.   |
| State Seal  | \$50  |
| Occupancy   | \$65  |
| Temporary Occupancy   | \$80  |
| 911 Address number  | \$15  |
| <u>Remodel</u> , Additions + Mechanicals                    | \$0.32/ sq. ft. Min. \$190  |
| Plan Review   | \$100   |
| Certificate of Completion/occupancy                         | \$50  |
| <u>Remodel</u> /Basement Finish + Mechanicals               | \$0. <del>32</del> <sup>18</sup> / sq. ft. Min. <del>120</del> <sup>100</sup> |
| Plan Review   | \$50  |
| Certificate of Completion                                   | \$25  |
| Add Bath (all trades included)                              | \$200   |
| Kitchen Remodel (includes all trades)                       | \$165   |
| Bath Remodel-fixture replacement only (includes all trades) | \$120   |
| Modular Home (includes all trades)                          | \$800   |
| Accessory Building (↕)                                      |   |
| <del>Plan Review &amp; Zoning</del>                         | <del>\$50</del>   |
| Less than 120 sq. ft. (includes zoning)                     | \$100   |
| Greater than 120 sq. ft.                                    | \$0.28 sq. ft. Min \$120  |
| Manufacture built (no plan review needed)                   | \$75  |
| Decks/Gazebo/Pergolas (includes plan review & zoning)       | \$150   |
| Exterior Entry Landing/Ramp (Under 25 sq. ft.)              | \$85 (Includes plan review)   |
| ADA Ramp Manufactured                                       | \$65  |
| Re-inspection fee   | \$75  |
| Where sq. footage cannot be calculated                      | \$11 per \$1000 of valuation  |
| Raze  | \$200 (Fees may be waived at the discretion of the Building Inspector)        |

**Miscellaneous 1 and 2 Family**

|   |                             |
|---|-----------------------------|
| Permit renewal                            | \$75/inspection, Min. \$100 |
| Roof/Siding                               | \$50                        |
| Add window/door                           | \$85/inspection             |
| Foundation Repair/ <u>drain tile</u>      | \$120                       |
| Fence                                     | \$50                        |
| Driveway addition/alteration/relocate     | \$50                        |
| <u>Egress window</u>                      | <u>\$85</u>                 |
| <u>Final grade &amp; Landscaping Bond</u> | <u>\$2,000</u>              |

**Commercial/Multifamily**

|   |  |
|---|--|
| Minimum permit fee                                    | \$100  |
| Permit Renewal  | \$85/Inspection, Min. \$200                        |
| Early Start   | \$245  |
| Plan Review   | \$250 + \$25/per additional units                  |
| Zoning  | \$125  |
| Erosion Control                                       | \$180/Building + \$5/1,000 Sq. Ft.<br>Max. \$2,000 |
| New Building  | \$0.32/ sq. ft.                                    |
| Occupancy   | \$190 + \$ 50/unit                                 |
| Temporary Occupancy                                   | \$80   |
| Tenant Finish/Remodel /Addition                       | \$0.32/ sq. ft., Min. \$200                        |
| Plan Review/Zoning                                    | \$225  |
| Certificate of Completion                             | \$50   |
| Decks/Gazebo/Pergolas (includes plan review & zoning) | \$200  |
| Accessory Structures                                  | \$0.32/ sq. ft., Min. fee \$180                    |
| Plan review   | \$75   |
| Certificate of completion                             | \$50/unit  |
| Where Square footage cannot be calculated             | \$12/ \$1,000 value of project                     |

**Industrial/Manufactory Building**

|   |                                   |
|---|-----------------------------------|
| Minimum Permit Fee  | \$100                             |
| Permit Renewal  | \$85/Inspection Min. \$200        |
| Early Start   | \$245                             |
| Plan Review   | \$225                             |
| Plan Review (<\$40,000)                                     | \$125                             |
| Zoning  | \$125                             |
| Erosion Control   | \$180/Building + \$5/1000 Sq. Ft. |
| New Building (not including office/lab or similar area)     | \$0.26/ sq. ft.                   |
| Office/Lab or similar area                                  | \$0.32/ sq. ft.                   |
| Occupancy   | \$190                             |
| Temporary Occupancy   | \$190                             |
| Remodel/Addition (not including office/lab or similar area) | \$0.26/ sq. ft.                   |
| Office/Lab or similar areas                                 | \$0.32/ sq. ft.                   |
| Plan review   | \$100                             |
| Certificate of Compliance                                   | \$50/unit                         |

**Miscellaneous Commercial/Multifamily/Industrial/Manufactory Fees**

|                                       |                                   |
|---------------------------------------|-----------------------------------|
| Minimum Permit Fee                    | \$65                              |
| Re-inspection Fee                     | \$75 1st time/100 each time after |
| Missed inspections                    | \$75                              |
| Work Started without permits          | Double Fee                        |
| Special Inspection, Reports or Letter | \$75/hr.                          |

|   |  |
|---|--|
| Cellular Tower Modification                               | \$120  |
| Cellular Tower Installation – New                         | \$750  |
| Cold Storage + Mechanicals                                | \$0.26 sf. ft.   |
| Wrecking, Razing or Demolition                            | \$75 + \$0.10/sq. ft. / Max.<br>\$750/building<br>(Fees may be waived at the discretion of the Building Inspector) |
| <u>Foundation Repair/drain tile</u>                       | <u>\$220</u>   |
| <u>Re-Roof</u>  | <u>\$11/\$1,000 value of project / Max. \$250</u>  |
| Siding  | \$100  |
| Fence (include zoning)                                    | \$50   |
| Driveway  | \$50   |
| Pools/Hot tub above ground (include zoning) + Mechanicals | \$120 (includes 2 inspections)   |
| Pools built-in (include zoning) + Mechanicals             | \$180 (includes 3 inspections), \$65 each additional inspection  |
| Signs/Awning (each)                                       | \$65   |
| Temporary Sign Permit                                     | \$65   |
| Dumpster / Receptacle Enclosure Permit                    | \$65   |
| Yard Sprinkler System                                     | \$65   |
| <u>Final grade &amp; Landscaping Bond</u>                 | <u>\$5,000</u>   |
| <u>Parking lot alteration/addition</u>                    | <u>\$300</u>   |

- Note: The state fee schedule for commercial buildings (DSPS 305) projects may be charged in lieu of or in addition to this fee schedule at the Municipalities discretion
- Note: Gross square footage calculations are based on exterior dimensions, including garage and each finished floor level. Unfinished basements or portions thereof are not included
- Note: The state fee schedule for commercial building projects may be charged in lieu of or in addition to this fee schedule at the City's discretion.
- Note: All fee categories shall be rounded up to the next full dollar amount.
- Note: Where fees are based upon square footage, they shall be based on exterior dimensions, including garage and each unfinished floor level. Unfinished basements or portions thereof are not included.

#### **Ch. 115 Heating and Air Conditioning**

|   |                                  |
|---|----------------------------------|
| Plan Review if not submitted at time of original review | \$65                             |
| Minimum Permit fee                                      | \$65                             |
| <b>New 1 and 2 Family Residential</b>                   | \$ 60 base fee + .07/ sq. ft.    |
| Addition  | \$ 60 base fee + .07/ sq. Ft.    |
| Remodel (duct alteration only)                          | \$ 65                            |
| HVAC Appliance replace/added + electrical               | \$ 65 each                       |
| <b>Commercial/Multi Family</b>                          |                                  |
| New/Addition/Remodel                                    | \$100 base fee + \$ .06/ sq. ft. |
| Minimum permit fee                                      | \$100                            |
| Where sq. ft. cannot be calculated                      | \$85/inspection                  |
| <b>Industrial/Manufactory</b>                           |                                  |
| New/Addition/Remodel                                    | \$100 base fee+ \$0.04 sq. ft.   |
| Minimum permit fee                                      | \$100                            |

Where sq. ft. cannot be calculated \$85/inspection

**Commercial/Multi Family/Industrial/Manufactory – Additional or Replace Units**

|   |   |
|---|---|
| Air Conditioning Unit (Up to 3 tons or 36,000 BTUs)                                     | \$100/unit  |
| Air Conditioning Unit (Over 3 tons)   | \$16/ton (12,000 BTUs) or fraction<br>Thereof, Max. \$750/unit    |
| Exhaust Hood System (New/ Replace)  | \$200   |
| Heating & Air Conditioning Distribution System  | \$0.04/ sq. ft. of conditioned area.<br>Min. \$100                |
| Heating, Incinerator Unit or Wood Burning Appliance<br>(Up to & including 150,000 BTUs) | \$65/unit   |
| Heating, Incinerator Unit or Wood Burning Appliance<br>(Over 150,000 BTUs)              | \$16/unit per 50,000 BTUs or<br>fraction thereof, Max. \$750/unit |
| <u>Heat pumps</u>   | <u>\$65/each</u>  |
| <u>Gas piping</u>   | <u>\$25/appliance</u>   |

**Ch. 128 Cigarettes and Tobacco Products**

---

Cigarette License \$100

**Ch. 142 Electrical Work / Inspections**

---

**1 and 2 Family Dwelling**

|                                    |                                |
|------------------------------------|--------------------------------|
| Minimum permit fee                 | \$65                           |
| New /Remodel/Addition              | \$60 base + \$0.10/ sq. ft.    |
| Where Sq. Ft. cannot be calculated | \$65 + \$3 / device            |
| Accessory Building                 | \$60 base fee +\$0.10/ sq. ft. |

**Multi Family/ Commercial**

|   |                              |
|---|------------------------------|
| Minimum permit fee                                      | \$100                        |
| New/Addition/Remodel (plus electric service)            | \$100 base + \$0.10/ sq. ft. |
| Where sq. ft. cannot be calculated                      | \$85 + \$4 /device           |
| Plan review if not submitted at time of original review | \$65                         |
| Where sq. ft. cannot be calculated                      | \$85/inspection              |

**Industrial/Manufactory**

|   |                                  |
|---|----------------------------------|
| Minimum permit fee                                      | \$100                            |
| New /Addition/ Remodel (plus electric service)          | \$120 Base fee + \$ .08/ sq. ft. |
| Office/Lab /similar areas                               | \$0.10/ sq. ft.                  |
| Where Sq. Ft. cannot be calculated                      | \$85 + \$4/device                |
| Plan review if not submitted at time of original review | \$65                             |

**Miscellaneous Fees**

|   |                             |
|---|-----------------------------|
| Special Inspections                     | \$85                        |
| New/Temporary/Upgrade service           |                             |
| Feeder panel                            | \$65                        |
| 0 to 200 amp                            | \$100                       |
| 201- 400 amp                            | \$120                       |
| 401 amp and up                          | \$240                       |
| Accessory Structure+ electrical service | \$65 Base fee + \$ 8/device |
| Solar/Wind generation                   | \$120                       |
| Generators/Transformer                  | \$120                       |

|                             |   |
|-----------------------------|---|
| Low Voltage system          | \$75 + \$0.02/ sq. ft. <u>or \$75 + \$1/opening</u> |
| Appliances                  | \$65  |
| Hot Tubs/pools above ground | \$120   |
| Built in Pools/Hot Tubs     | \$180   |
| Parking Lot lighting        | \$65 Base fee + \$15/fixture                        |
| Pump/Grinders               | \$65 /device  |
| Heating Units               | \$65 /unit  |
| Sign                        | \$65  |
| Miscellaneous               | \$65  |

### **Ch. 155 Fire Prevention, Protection and Control**

|                                   |                      |
|-----------------------------------|----------------------|
| Bonfire Permit                    | \$25 per fire        |
| Open Burning Permit               | \$25 per year        |
| Blasting Permit                   | \$100 per project    |
| Fireworks Permit                  | No fee               |
| High Piled Storage Permits        | \$300 per permit*    |
| Change in use or occupancy permit | \$300 per occupancy* |
| Plan review                       | \$75                 |

### **Inspection, review, modification, consulting or witness fee**

|   |                                   |
|---|-----------------------------------|
| Acceptance test   | \$75                              |
| Fire sprinkler/fire control and/or fire suppression system basic<br>Plan review (without hydraulic calculations)  | \$250 per system review           |
| Fire sprinkler/fire control and/or fire suppression system basic<br>Plan review (with hydraulic calculations)   | \$325 per system review           |
| Verification of additional hydraulic calculations   | \$175 each                        |
| Verification of additional hydraulic calculations utilizing the<br>Darcy-Weisbach calculation method  | \$210 each                        |
| Site inspection of fire protection systems during installation  | \$75/hour                         |
| Witness final acceptance test of fire protection systems  | \$75/hour                         |
| Modifications to existing sprinkler systems   |                                   |
| Minimum fee without hydraulic calculations  | \$100                             |
| Up to 15 sprinklers without hydraulic calculations  | \$10 per sprinkler                |
| Up to 15 sprinklers with hydraulic calculations   | \$325                             |
| 16 or more sprinklers   | \$325                             |
| Fire pumps  | \$300 per review                  |
| Sprinkler system underground mains, including combination mains   |                                   |
| 0 to 999 feet   | \$150                             |
| 1,000 feet  | \$300                             |
| Fire hose and/or standpipe hose connections   | \$10/outlet                       |
| Other fire protection control and/or fire suppression systems   | \$300                             |
| Fire alarm systems  | \$250 per control panel review    |
| Fire alarm system notification devices (audible and visual), manual<br>pull stations, initiating devices, photoelectric detectors,<br>water flow devices and monitoring devices | \$50 up to three; \$10/additional |
| Witnesses of all required tests (2 hour min. per test)  | \$75/hour                         |
| Inspections during installation (2 hour min. per system)  | \$75/hour                         |
| Fire protection consulting on systems and/or occupancies or permits<br>(2 hour minimum)   | \$75/hour                         |
| Work commenced without permit   | Triple fee charged                |
| *Hourly fire protection consulting fee may also be charged  |                                   |

**Ambulance Service**

|  |                       |
|--|-----------------------|
| Basic Life Support (BLS) – resident            | \$650                 |
| Basic Life Support (BLS) – non-resident        | \$750                 |
| Advanced Life Support 1 (ALS1) – resident      | \$800                 |
| Advanced Life Support 1 (ALS1) - non-resident  | \$900                 |
| Advanced Life Support 2 (ALS2) – resident      | \$1000                |
| Advanced Life Support 2 (ALS2) – non- resident | \$1100                |
| Mileage – resident                             | \$16                  |
| Mileage – non-resident                         | \$16.50               |
| Oxygen   | \$65                  |
| Spinal immobilization                          | \$150                 |
| BLS on scene care – resident                   | \$200                 |
| BLS on scene care – non-resident               | \$200                 |
| ALS on scene care – resident                   | \$450                 |
| ALS on scene care – non-resident               | \$500                 |
| Billable supplies                              | Based on market rates |

**Ch. 165 Geographical Designation and Logo**

|  |       |
|--|-------|
| Use of Geographical Designation and Logo | \$110 |
| Use of Logo Only                         | \$30  |

**Ch. 187 Intoxicating Liquor/Fermented Malt Beverages**

|   |   |
|---|---|
| Retail Class "A" Fermented Malt Beverages | \$100 Plus publication charge 187-7           |
| Retail Class "B" Fermented Malt Beverages |   |
| Full Year                                 | \$100 Plus publication charge                 |
| Six Month                                 | \$50 Plus publication charge                  |
| Temporary/Picnic (Special Gathering)      | \$10  |
| Wholesaler's Ferm. Malt. Bev.             | \$25 Plus publication charge                  |
| Retail "Class A" Liquor                   | \$500 Plus publication charge                 |
| "Class B" Liquor                          |   |
| Full Year                                 | \$500 Plus publication charge                 |
| Six Months                                | \$250 Plus publication charge                 |
| Operator's                                | \$25  |
| Provisional Operator's                    | \$15  |
| Temporary Operator's                      | \$10  |
| Retail "Class C" (Wine)                   | \$100 Plus publication charge                 |
| Retail Reserve "Class B" Liquor           | No less than \$10,000 plus publication charge |

**Ch. 193 Junk Collectors / Dealers**

|                         |      |
|-------------------------|------|
| Junk Collector          | \$25 |
| Junk Dealer             | \$25 |
| Junk Yard               | \$25 |
| Each Additional Vehicle | \$15 |
| Duplicate License       | \$5  |

**Ch. 219 Noise**

|                               |                                |
|-------------------------------|--------------------------------|
| Construction Equip. Operation | \$125 for operation outside of |
|-------------------------------|--------------------------------|

Loudspeaker Permit regular hours  
\$30

**Ch. 227 Public Nuisance**

---

Noxious and other weeds \$110.00 Administration fee, plus  
equipment cost, and hourly labor  
(doubled)

**Ch. 234 Parks and Public Areas**

---

Special Occasion Permit \$15  
 Overnight Camping Permit \$15  
 Pavilion Rental for City residents \$50  
 Pavilion Rental for non-residents \$100  
 Park rental security deposit \$100

**Ch. 243 Plumbing**

---

**New 1 and 2 Family** \$60 base fee + \$ .10/ sq. ft.  
 Addition/Remodel \$ 15 per fixture  
+\$65 per inspection,  
Minimum \$125

Lawn sprinkler \$65

Wells \$85

---

**New Commercial/ Multifamily**

Plan Review if not submitted at time of original review \$100 base fee + \$0.10/sq. ft.  
\$65  
 Minimum Permit Fee \$85  
 Addition/Remodel \$15/fixture + \$85/ anticipated  
inspections, min. fee \$ 225  
 Sanitary & Storm Sewer Building Drain \$75 for 1st. 100 ft. + \$0.45/ea.  
additional ft.  
 Water, Sanitary & Storm Sewer Laterals \$75 for 1st 100 ft. + \$0.45/ea.  
additional ft.  
 Sanitary & Storm Sewer \$75 for 1st. 100 ft. + \$0.45/ea.  
additional ft.  
 Manhole & Catch Basin \$15/each  
 Back Flow Preventers \$120

**New Manufactory/Industrial**

Plan Review if not submitted at time of original review \$100 Base fee + \$0.06/sq. ft.  
\$65  
 Minimum Permit Fee \$85  
 Addition/Remodel \$15/fixture + \$85/ anticipated  
inspections, min. fee \$ 225  
 Sanitary & Storm Sewer Building Drain \$75 for 1st. 100 ft. + \$0.45/ea.  
additional ft.  
 Water, Sanitary & Storm Sewer Laterals \$75 for 1st 100 ft. + \$0.45/ea.  
additional ft.  
 Sanitary & Storm Sewer \$75 for 1st. 100 ft. + \$0.45/ea.  
additional ft.  
 Manhole & Catch Basin \$15/each  
 Back Flow Preventers \$120

**Miscellaneous Commercial/Industrial**

|                       |                                 |
|-----------------------|---------------------------------|
| <u>Gas piping</u>     | <u>\$25/appliance</u>           |
| <u>Lawn sprinkler</u> | <u>\$85/building connection</u> |
| <u>Wells</u>          | <u>\$85</u>                     |

**Ch. 254 Sales**

---

|                                   |   |
|-----------------------------------|---|
| Direct Seller's Registration      | \$50  |
| Weights and Measures License      | \$30  |
| Annual Assessment                 | Amount set by Council according to class of license |
| Vendor Vehicle Permit             |   |
| Pushed, Pedaled or Pulled Vehicle | \$20  |
| Motorized Vehicle                 | \$30  |
| Mobile Food Vendor Permit         | \$250   |
| Farmer's Market Permit            | Handled by Farmers Market                           |
| Special Event Sales Permit        | \$30  |

**Ch. 259 Sewers**

---

|                                   |                 |
|-----------------------------------|-----------------|
| Sewer Connection Fee, within City | \$1,650 per REU |
| <u>Holding tanks</u>              | <u>\$85</u>     |
| Industrial Discharge Permit       | \$110           |
| Septage Disposal Permit           | \$110           |

**Ch. 270 Stormwater Management**

---

|                   |  |
|-------------------|--|
| Stormwater Permit | Actual cost of City Engineer's charges |
|-------------------|--|

**Ch. 274 Streets and Sidewalks**

---

|  |   |
|--|---|
| Snow and Ice Removal                         | \$110 Administration fee, plus equipment cost, and hourly labor (doubled) |
| Outdoor Seating Permit B2 & B2A Zoning Dist. |   |
| Sidewalk Seating Permit without alcohol      | \$30  |
| Sidewalk Seating Permit with alcohol         | \$45  |
| Right-of-way Work                            | Deposit \$2,000.00 Refundable on satisfactory restoration                 |
| Right-of-way Permit                          |   |
| Excavation below 12" deep or pavement        | <u>\$175 \$200 Deposit +/- Actual</u>                                     |
| Surface or above 12" below surface           | \$30  |
| Dumpster or construction vehicle placement   | \$30  |

**Ch. 278 Subdivision of Land**

---

|   |                                 |
|---|---------------------------------|
| <u>Final Grade Recertification Bond</u> | <u>\$5,000</u>                  |
| Objecting Agency Review Fee             | Actual cost charged by Agency   |
| Preliminary Plat/CSM Review             | \$35 Base fee, plus \$7 per lot |
| Reapplication                           | \$30                            |
| Improvement Review Fee                  | 1% of estimated cost of public  |

|  |   |
|--|---|
| Inspection Fee                         | Improvements<br>Actual cost of City Engineer's<br>Charges |
| Final Plat/CSM Review<br>Reapplication | \$8 Base fee, plus \$2 per lot<br>\$8                     |
| Public Site Fee                        | \$500 per dwelling unit                                   |
| Street Tree Fee                        | \$135 per tree required                                   |
| Engineering Fee                        | Actual cost of City Engineer's<br>charges                 |
| Administrative Fee                     | Actual cost of City's expenses                            |

**Ch. 293      Vehicles and Traffic**

---

|                                  |                                 |
|----------------------------------|---------------------------------|
| All Night Parking Permit         | \$10 per month                  |
| Parking Permit for Municipal Lot | \$10 per month                  |
| Key Return Fee                   | \$5                             |
| Impoundment Storage Fee          | \$50 per day or portion thereof |

**Ch. 297      Vehicles for Hire**

---

|                         |                              |
|-------------------------|------------------------------|
| Taxicab License         |                              |
| First vehicle           | \$60 plus publication charge |
| Each additional vehicle | \$30                         |
| Carriage License        | \$30 per carriage            |

**Ch. 304      Water**

---

|                       |  |
|-----------------------|--|
| Flow Tests            | \$10   |
| Water Rates           | As approved by the PSC & Council<br>in Rate Schedule |
| Well Operation Permit | \$75 permit must be renewed<br>every five years      |

**Ch. 315      Zoning**

---

|   |                          |
|---|--------------------------|
| PUD Overlay District  | \$500 Deposit +/- Actual |
| Conditional Use Permit  | \$500 Deposit +/- Actual |
| Certified Survey Map Review                                   | \$500 Deposit +/- Actual |
| Site Plan Review  | \$500 Deposit +/- Actual |
| Rezoning/change Application                                   | \$500 Deposit +/- Actual |
| Historic Preservation District Certificate of Appropriateness | \$150 Deposit +/- Actual |
| Historic Preservation District Sign Application               | \$150 Deposit +/- Actual |
| Variance Application/Zoning Appeal                            | \$150 Deposit +/- Actual |
| Quarry Operation Cond. Use                                    | \$200 per year           |



**DATE:** December 17, 2019

**SUBJECT:** ORDINANCE 2053(19) - To amend Section 286-3B to increase Hotel/Motel Room Tax to 8%.

**SUBMITTED BY:** Steven DeQuaker, Finance Director

**BACKGROUND/HISTORY:**

State Statutes require that municipalities collecting a room tax from transient visitors to Hotel/Motel establishments in the City allocate 70% of that collection to Tourism entities.

In February 2014, Ordinance 1976(10) amended Section 286-3B increasing Hotel/Motel Room tax to 6% from 3%. At that time the City entered into an agreement with Real Racine (Racine County Convention & Visitor's Bureau). This organization promotes Racine County tourism through a variety of means, including organizing events, marketing activities and public relations. The City's plan was to provide one half of the Statutory 70% collection of Hotel/Motel Tax to Real Racine. The other half of the 70% collection would continue to go to the Burlington Chamber of Commerce.

Currently, Hotel/Motel taxes are collected from The Hampton Inn, Skyview Motel and the Burlington AmericInn. Taxes are collected quarterly and then paid-out quarterly to Real Racine and the Burlington Chamber of Commerce. The remaining 30% of the collected room tax is deposited into the General Fund for use as directed by the Common Council.

Rooms able to be booked online through such services as VRBO, AirBNB, etc. currently do not pay a room tax to the City of Burlington. This is an issue not only in Wisconsin, but nationally. Processes are in the works from the Department of Revenue to alleviate this issue. Most, if not all, of the websites FAQ information to homeowners wishing to rent their rooms to overnight transient visitors, are advised to contact their local municipality to make sure they are in compliance with local room tax and zoning ordinances.

This ordinance amendment would increase the City Room Tax Rate from 6% to the state maximum allowed rate of 8%. This would increase funding to Real Racine, The Burlington Chamber and to the City's General Fund.

Currently, staff has met with Real Racine and the Burlington Chamber of Commerce to identify where room tax dollars can be spent in either established or new venues as directed by the Common Council. If increased, the extra 2% would be allocated to wayfinding signage.

**BUDGET/FISCAL IMPACT:**

In 2019, through three quarters at the 6% room tax rate, the City has collected a total of \$99,798 on transient room sales of approximately \$1.7 Million. Real Racine and the Burlington Chamber of Commerce have received approximately \$34,929 each, while the City has retained approximately \$29,939.

If the rate were increased to 8% and based on the same \$1.7M in transient room sales, Real Racine and the Burlington Chamber of Commerce would have received \$47,039 each and the City would have received \$40,319.

The Council can continue to fund the two organizations with Room Tax dollars per statutes, or create a Tourism Commission to direct the use of the funds for Tourism purposes.

**RECOMMENDATION:**

Staff recommends approval of amending the Hotel/Motel Room Tax to 8%.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the December 3, 2019 Committee of the Whole meeting, and is scheduled for final consideration at the December 17, 2019 Common Council meeting.

---

**Attachments**

Ord 2053(19)

2019 Room Tax Report

---

**AN ORDINANCE TO AMEND SECTION 286-3B OF THE MUNICIPAL CODE  
OF THE CITY OF BURLINGTON PROVIDING FOR  
AN INCREASE TO THE ROOM TAX**

**WHEREAS**, on November 13, 2003 the Common Council of the City of Burlington, Counties of Racine and Walworth, State of Wisconsin did adopt Ordinance 1736(16) providing for the imposition and administration of a Room Tax; and,

The Common Council of the City of Burlington do ordain as follows:

**Section I.** Chapter 286 of the Municipal Code of the City of Burlington, Racine and Walworth Counties, Wisconsin, Section 286-3, Room Tax Imposed, subsection B, is hereby amended as follows:

286-3B. Such tax shall be at the rate of 8% of the gross receipts from such retail furnishing of hotel or motel rooms.

**Section II.** It is further ordained that this ordinance shall become effective January 1, 2019 and after its passage and publication as required by law. All other language as contained in Chapter 286 of the Municipal Code of the City of Burlington shall remain without change and in full force and effect.

Introduced: December 3, 2019  
Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn Halbach, City Clerk

2019 Room Tax Report

| Quarter 1    |                      |                     |                      |                     |                    |                    |                    |                     |
|--------------|----------------------|---------------------|----------------------|---------------------|--------------------|--------------------|--------------------|---------------------|
| Name         | Room Receipts        | Transient           | Net                  | Tax Collected       | Tax to Chamber     | Tax to Real Racine | Tax to City        | Check               |
| Hampton      | \$ 265,988.73        | \$ 2,683.40         | \$ 263,305.33        | \$ 15,798.32        | \$ 5,529.41        | \$ 5,529.41        | \$ 4,739.50        | \$ 15,798.32        |
| AmericInn    | \$ 100,476.25        | \$ 891.00           | \$ 99,585.25         | \$ 5,975.12         | \$ 2,091.29        | \$ 2,091.29        | \$ 1,792.54        | \$ 5,975.12         |
| Skyview Inn  | \$ 37,639.40         | \$ 28,445.00        | \$ 9,194.40          | \$ 551.66           | \$ 193.08          | \$ 193.08          | \$ 165.50          | \$ 551.66           |
| <b>TOTAL</b> | <b>\$ 404,104.38</b> | <b>\$ 32,019.40</b> | <b>\$ 372,084.98</b> | <b>\$ 22,325.10</b> | <b>\$ 7,813.78</b> | <b>\$ 7,813.78</b> | <b>\$ 6,697.54</b> | <b>\$ 22,325.10</b> |

| Quarter 2    |                      |                     |                      |                     |                     |                     |                    |                     |
|--------------|----------------------|---------------------|----------------------|---------------------|---------------------|---------------------|--------------------|---------------------|
| Name         | Room Receipts        | Transient           | Net                  | Tax Collected       | Tax to Chamber      | Tax to Real Racine  | Tax to City        | Check               |
| Hampton      | \$ 361,485.00        | \$ -                | \$ 361,485.00        | \$ 20,689.10        | \$ 7,241.19         | \$ 7,241.19         | \$ 6,206.72        | \$ 20,689.10        |
| AmericInn    | \$ 154,810.29        | \$ 13,244.50        | \$ 141,565.79        | \$ 8,493.95         | \$ 2,972.88         | \$ 2,972.88         | \$ 2,548.19        | \$ 8,493.95         |
| Skyview Inn  | \$ 52,809.22         | \$ 24,788.00        | \$ 28,021.22         | \$ 1,681.27         | \$ 588.44           | \$ 588.44           | \$ 504.39          | \$ 1,681.27         |
| <b>TOTAL</b> | <b>\$ 569,104.51</b> | <b>\$ 38,032.50</b> | <b>\$ 531,072.01</b> | <b>\$ 30,864.32</b> | <b>\$ 10,802.51</b> | <b>\$ 10,802.51</b> | <b>\$ 9,259.30</b> | <b>\$ 30,864.32</b> |

| Quarter 3    |                      |                     |                      |                     |                     |                     |                     |                     |
|--------------|----------------------|---------------------|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Name         | Room Receipts        | Transient           | Net                  | Tax Collected       | Tax to Chamber      | Tax to Real Racine  | Tax to City         | Check               |
| Hampton      | \$ 464,791.19        | \$ 30,585.52        | \$ 434,205.67        | \$ 26,052.34        | \$ 9,118.32         | \$ 9,118.32         | \$ 7,815.70         | \$ 26,052.34        |
| AmericInn    | \$ 285,672.43        | \$ 9,512.50         | \$ 276,159.93        | \$ 16,569.59        | \$ 5,799.36         | \$ 5,799.36         | \$ 4,970.87         | \$ 16,569.59        |
| Skyview Inn  | \$ 100,159.37        | \$ 33,721.00        | \$ 66,438.37         | \$ 3,986.30         | \$ 1,395.21         | \$ 1,395.21         | \$ 1,195.88         | \$ 3,986.30         |
| <b>TOTAL</b> | <b>\$ 850,622.99</b> | <b>\$ 73,819.02</b> | <b>\$ 776,803.97</b> | <b>\$ 46,608.23</b> | <b>\$ 16,312.89</b> | <b>\$ 16,312.89</b> | <b>\$ 13,982.45</b> | <b>\$ 46,608.23</b> |

| Quarter 4    |               |             |             |               |                |                    |             |             |
|--------------|---------------|-------------|-------------|---------------|----------------|--------------------|-------------|-------------|
| Name         | Room Receipts | Transient   | Net         | Tax Collected | Tax to Chamber | Tax to Real Racine | Tax to City | Check       |
| Hampton      |               |             | \$ -        | \$ -          | \$ -           | \$ -               | \$ -        | \$ -        |
| AmericInn    |               |             | \$ -        | \$ -          | \$ -           | \$ -               | \$ -        | \$ -        |
| Skyview Inn  |               |             | \$ -        | \$ -          | \$ -           | \$ -               | \$ -        | \$ -        |
| <b>TOTAL</b> | <b>\$ -</b>   | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>   | <b>\$ -</b>    | <b>\$ -</b>        | <b>\$ -</b> | <b>\$ -</b> |

| Total Year to Date |                        |                      |                        |                     |                     |                     |                     |                     |
|--------------------|------------------------|----------------------|------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Name               | Room Receipts          | Transient            | Net                    | Tax Collected       | Tax to Chamber      | Tax to Real Racine  | Tax to City         | Check               |
| Hampton            | \$ 1,092,264.92        | \$ 33,268.92         | \$ 1,058,996.00        | \$ 62,539.76        | \$ 21,888.92        | \$ 21,888.92        | \$ 18,761.92        | \$ 62,539.76        |
| AmericInn          | \$ 540,958.97          | \$ 23,648.00         | \$ 517,310.97          | \$ 31,038.66        | \$ 10,863.53        | \$ 10,863.53        | \$ 9,311.60         | \$ 31,038.66        |
| Skyview Inn        | \$ 190,607.99          | \$ 86,954.00         | \$ 103,653.99          | \$ 6,219.23         | \$ 2,176.73         | \$ 2,176.73         | \$ 1,865.77         | \$ 6,219.23         |
| <b>TOTAL</b>       | <b>\$ 1,823,831.88</b> | <b>\$ 143,870.92</b> | <b>\$ 1,679,960.96</b> | <b>\$ 99,797.65</b> | <b>\$ 34,929.18</b> | <b>\$ 34,929.18</b> | <b>\$ 29,939.29</b> | <b>\$ 99,797.65</b> |

|   |                        |                      |                       |                           |                     |
|---|------------------------|----------------------|-----------------------|---------------------------|---------------------|
| <b>Proposed Room Tax Increase to 8%</b> | <b>Net Sales</b>       | <b>Tax Collected</b> | <b>Tax to Chamber</b> | <b>Tax to Real Racine</b> | <b>Tax to City</b>  |
| <b>Room Tax at 8% Rather than 6%:</b>   | <b>\$ 1,679,960.96</b> | <b>\$ 134,396.88</b> | <b>\$ 47,038.91</b>   | <b>\$ 47,038.91</b>       | <b>\$ 40,319.06</b> |



**DATE:** December 17, 2019

**SUBJECT: MOTION 19-950** - To approve a Pediatric Jump Kit donated by the Wisconsin EMS Association (WEMSA) Foundation and Kids Health Vista Foundation.

---

**BACKGROUND/HISTORY:**

The City of Burlington Fire Department was entered into a program to receive a Pediatric jump kit on behalf of Wisconsin EMS Association (WEMSA) by Amanda Bates, a part-time Firefighter/EMT for the COBFD.

WEMSA formed a partnership with Kids Health Foundation, whose mission is to fund initiatives in children's healthcare with a bias toward social determinants of health, primary care, rural health, healthcare access, non-academic medical centers, critical access hospitals and medical centers.

Through this partnership and vision to support EMS and pediatric patients throughout Wisconsin, the Kids Health Vista Foundation has provided funding for almost 100 agencies to receive emergency pediatric equipment.

Staff is excited to report, the City of Burlington was a recipient of the following donations:

1. Pediatric backboard Valued at: \$139.99
2. Pediatric jump bag w/ supplies Stocked/ Valued at: \$250.00
3. Child Transport Restraint System Valued at: \$345.00

**BUDGET/FISCAL IMPACT:**

Acceptance of this donation will mean the City does not have to purchase new equipment in the near future. This equipment has an estimated value of \$735.00

**RECOMMENDATION:**

Staff recommends approval of the donated equipment from WEMSA and the Kids Health Vista Foundation.

**TIMING/IMPLEMENTATION:**

This item is presented for discussion at the December 17, 2019 Committee of the Whole meeting and is scheduled for final consideration at the same evening Common Council meeting.

---